

Panaji, 17th March, 2005 (Phalguna 26, 1926)

SERIES II No. 51

# OFFICIAL GAZETTE



## GOVERNMENT OF GOA

### SUPPLEMENT

#### GOVERNMENT OF GOA

Department of Labour

#### Notification

No. 28/1/2004-LAB

The following Award passed by the Industrial Tribunal of Goa, at Panaji-Goa on 20-12-2004 in reference No. IT/38/95 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Vasanti H. Parvatkar, Under Secretary (Labour).

Porvorim, 21st December, 2004.

IN THE INDUSTRIAL TRIBUNAL  
GOVERNMENT OF GOA  
AT PANAJI

(Before Shri Ajit J. Agni, Hon'ble Presiding Officer)

Ref. No. IT/38/95

Workmen

Rep. by Kamgar Sabha,  
Kenedy House, 4th Floor,  
Bombay.

... Workmen/Party I (1)

And

Kamgarancho Ekvott,  
Gurudatt Bldg., 3rd Floor,  
Dr. Dada Vaidhya Rd.,  
Panaji-Goa.

.... Workmen/Party I (2)

V/s

M/s. Hindustan Ciba Geigy Ltd.,  
Santa Monica Plant,  
Corlim, Ilhas-Goa.  
Now known as  
Syngenta (India) Limited.

And

M/s. Ciba Speciality Chemicals  
(India) Ltd., Santa Monica Plant,  
Corlim, Ilhas-Goa. ... Employer/Party II

Workmen/Party I (1) - Represented by Adv. Shri V.  
Menezes.

Workmen/Party I (2) - Represented by Shri Subhas  
Naik.

Employer/Party II - M/s. Syngenta (India) Limited -  
Represented by Adv. Shri C. Pawaskar.

Employer/Party II - M/s. Ciba Speciality Chemicals  
(India) Ltd., - Represented by Adv. Shri G. K. Sardessai.

Panaji, dated 20-12-2004.

#### AWARD (PART - 1)

In exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa by order dated 23-8-1995 bearing No. 28/35/95-LAB referred the following dispute for adjudication by this Tribunal.

"Whether the demands as mentioned in the Schedule 'A' annexed hereto and served by Kamgar Sabha, Thane, on the management of M/s. Hindustan Ciba Geigy Limited, Santa Monica Plant, Corlim, Ilhas Goa, are legal and justified?

If not, to what relief the workmen are entitled?"

#### SCHEDULE 'A'

A set of Demands

submitted on behalf of workmen of

M/s. Hindustan Ciba-Geigy Limited Goa

and

Kamgar Sabha Thane

(Applicable to monthly rated staff)

**Demand No. (1): Basic Scales of Pay:**

(A) Effective from January 1, 1993 the basic scales of pay of workmen should be revised.

And

The revised basic scales of pay should be as under:-

**Technical Grades:**

T-I	Process Technicians Chemist, Draughtsman, Asstt. Analyst, Ecology Technicians, Packing Lines-in-charge.	Rs. 425-40-705-50- -1105-60-1705.
T-II	Sr. Process Technician, Sr. Ecology Technician, Analyst I, Chemist I, Sr. Packing Lines-in- -Charge, Sr. Draughtsmen.	Rs. 465-50-815-60- -1295-70-1995.
T-III	Process Chemist, Analyst II, Chemist II, Sr. Ecology Technician I.	Rs. 475-60-895-70- -1455-80-2255.
T-IV	Assistant Foreman, Chargehand, Storekeeper, Estate Supervisor, Analyst III Fire & Safety Instructor.	Rs. 495-70-985-80- -1625-90-2525.
T-V	Foreman, Security Supervisor, Safety Supervisor, Stores Supervisor, Design Draughtsman, Sr. Chargehand, Sr. Analyst, Sr. Chemist.	Rs. 555-80-1115-90- -1835-100-2835.

**Subordinate and operative staff grades**

O-I	Office Boy, Mazdoor (Heavy Manual Labour) Watchman	Rs. 323-25-495-35- -77-45-1225.
O-II	Office Boy I, Mazdoor I, Packer Assistant Fitter, Assistant Electrician, Assistant Instrument Technician, Assistant Plant Technician, Civil Assistant, Project Assistant, Safety Assistant, Lab. Attendant Vehicle/Crane/Fork-Lift/ /Tractor Driver, Senior Watchman, Assistant Ecology Technician.	Rs. 331-30-541-40- -861-50-1361.
O-III	Rigger, Jr. Fire Operator, Painter, Tailor, Plumber, Mason, Carpenter, Senior Packer, Jr. Lagger, Head Watchman, Senior Vehicle/ /Crane/Forklift/Tractor Driver, Sr. Lab. Attendant.	Rs. 387-35-632-45- -992-55-1542.

O-IV	Sr. Fire Operator, Fitter, Welder, Electrician, Technician Boiler, Attendant Machinist, Plant Technician, Instrument Technician, Telephone Technician, Mechanic-cum-Driver, Lagger, Engine Operator- -cum-Fitter, Sr. Painter, Sr. Mason, Sr. Carpenter, Sr. Plumber, Sr. Rigger. Sr. Tailor, Packing Inspector.	Rs. 425-40-705-50- -1105-60-1705.
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O-V	Sr. Boiler Attendant, Sr. Fitter, Sr. Instrument Technician, Sr. Machinist, Lead-Burner-cum-Fitter, Sr. Electrician Technician, Sr. Fire Operator I, Sr. Plant Technician, Sr. Engine Operator-cum- -Fitter, Sr. Mechanic-cum- -Driver, Civil Technician, Sr. Welder, Sr. Telephone Technician.	Rs. 465-50-815-60- -1295-70-1995.
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O-VI	Selection Grade	Rs. 490-50-840-60- -1320-70-2020.
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**Clerical Grades:**

C-I	Clerk, Typist, Clerk- -cum-Typist, Assistant Male Nurse.	Rs. 365-35-610-45- -925-55-1310.
C-II	Telephone Operator- -cum-Receptionist, Stenographer, Interme- -diate Clerk, Male, Nurse.	Rs. 425-40-705-50- -1105-60-1705.
C-III	Sr. Stenographer, Sr. Clerk, Sr. Male Nurse, Secretary-cum- -Stenographer.	Rs. 465-50-815-60- -1295-70-1995.
C-IV	Selection Grade	Rs. 495-60-915-70- -1405-80-1965.

(B) The revised basic scales of pay should be made effective from 1-1-1993.

(C) The basic salary rate of every workman as on 31-12-1992 should be taken for purpose of fitment in above revised basic salary scales. In case the basic salary rate of any workman as on 31-12-1992 was lower than the minimum prescribed hereinabove, the same should be raised to the minimum of the grade effective from 1-1-1993. In case the basic salary rate of any of the workman was in between the two steps of the salary rate, it should be raised to

the next higher step of the grade effective from 1-1-1993.

- (D) Any workman reaching the maximum of his grade any time during the currency of the settlement or thereafter should continue to get his annual increment on the same date as today and at the same rate, as the last rate of increment given to him before reaching the maximum of the grade.

**Demand No. (2): Service Increments:**

Effective from January, 1993 the Company should give service increment/increments in the revised wages/salaried grades as mentioned hereunder:

For service of one year and more but less than 3 years in aggregate as on 31-12-1992.	One service increment on and from 1-1-1993.
For service of 3 years and more but less than 6 years in aggregate as on 31-12-1992.	Two service increments on and from 1-1-1993.
For service of 6 years and more but less than 9 years in aggregate as on 31-12-1992.	Three service increments on and from 1-1-1993.
For service of 9 years and more but less than 12 years in aggregate as on 31-12-1992.	Four service increments on and from 1-1-1993.
For service of 12 years and more but less than 15 years in aggregate as on 31-12-1992.	Five service increments on and from 1-1-1993.
For service of 15 years and more as on 31-12-1992.	Six service increments on and from 1-1-1993.

**Demand No. (3): Fixed Dearness Allowance:**

Effective from January 1, 1993 the Company should give Fixed Dearness Allowance on the following basis:-

Basic salary slab	Fixed Dearness Allowance		
	Year 1-1-93	Year 1-1-94	Year 1-1-95
Upto Rs. 300	535	685	835
301 to 550	555	705	855
551 to 800	585	735	885
801 to 1050	625	775	925
1051 to 1300	665	815	965
1301 to 1550	715	865	1015
1551 to 1800	785	935	1085
1801 and above	855	1005	1155

**Demand No. (4): Variable Dearness Allowance:**

Effective from January 1, 1993 the existing scheme of variable dearness allowance should be revised.

The variable dearness allowance in addition to fixed dearness allowance that should be paid to every permanent workman, should be Rs. 2300, per month as variable dearness allowance due to merger of 700 points over 100.

Basic salary slab	Rate per point over 1200 points
Upto Rs. 500	Rs. 3.50
Rs. 501 to 650	Rs. 3.75
Rs. 651 to 800	Rs. 4.00
Rs. 801 to 1050	Rs. 4.25
Rs. 1051 to 1300	Rs. 4.50
Rs. 1301 to 1550	Rs. 4.75
Rs. 1551 to 1800	Rs. 5.00
Rs. 1801 and above	Rs. 5.25

**Demand No. (5): Provident Fund:**

Effective from January 1, 1993 both the company's and the employees contribution to the Provident Fund should be 12.5% of total salaries.

**Demand No. (6): Allowances:**

The Company should pay to every permanent workman effective from January 1, 1993 following Allowances.

And

The same should be paid alongwith monthly salaries unless otherwise specified.

**(A) Acting Allowances:**

Any permanent workman if required to work in any higher post or position he should be paid Acting Allowance equivalent to 35% (thirty-five percent) of his own wages/salaries for such day/days he is required to officiate, subject to minimum acting of 4 (four) days.

**(B) City Conveyance Allowance:**

The Company should pay to every workman Rs. 175/- (Rupees one hundred seventy-five only) per month as City Conveyance Allowance.

**(C) Education Allowance:**

The Company should pay to every workman Education Allowance of Rs. 200/- (Rupees two hundred only) per month.

And

The Company should give annual assistance of Rs. 4000/- in the month of May of every year to

meet the expenses incurred at the start of the schools/colleges academic year.

**(D) Hill Station Allowance:**

Effective from the year 1993, every workman should be given Hill Station Allowance of Rs. 600/- (Rupees six hundred only) per annum and the same should be paid along-with leave travel allowance and Holiday Home Hire Allowance.

And

The same should be allowed accumulation for two years.

**(E) House Rent Allowance:**

The Company should pay to every workman either Rs. 250/- (Rupees two hundred fifty only) per month or 30% of his total monthly wages/ salaries, whichever is higher, towards reimbursement of House Rent Allowance.

**(F) Leave Travel Allowance:**

- (i) The Company should give to every workman with effect from the year 1993, Leave Travel Allowance of Rs. 5000/- (Rupees five thousand only) per year.
- (ii) Leave Travel Allowance should be paid to every workman as reimbursement towards travelling expenses.
- (iii) Leave Travel Allowance should be paid once in a year only to such of the workmen who proceed on privilege leave of atleast 5 days.
- (iv) Leave Travel Allowance should be allowed accumulation for two years.
- (v) Leave Travel Allowance should be given 10 days before employee proceeding on privilege leave.

**(G) Holiday Home Hire Allowance:**

Effective from the year 1993, every workman should be given Rs. 600/- (Rupees six hundred only) every year towards Holiday Home Hire Allowance and should be paid alongwith hill station and leave travel allowance.

And

The same should be allowed accumulation for two years.

**(H) Lunch Allowance:**

Any workman who is required to go out on the Company's work and cannot return during the normal lunch time, should be paid Rs. 25/- (Rupees twenty five only) for that day as Lunch Allowance.

**(I) Newspaper Purchase Allowance:**

Every workman should be given Newspaper Purchase allowance of Rs. 100/- (Rupees one hundred only) per month.

**(J) Social Security Allowance:**

Every workman should be given Social Security Allowance of Rs. 100/- (Rupees one hundred only) per month.

**(K) Petrol Allowance:**

The Company should pay to every workman having scooter/moped, petrol allowance of Rs. 650/- (Rupees six hundred fifty only) per month effective from January 1, 1993.

**(L) Entertainment Allowance:**

The Company should give to every workman Entertainment Allowance on the following basis:

Basic salary	Entertainment Allowance
Upto Rs. 500	Rs. 300/- per month
Rs. 501 to 800	Rs. 400/- "
Rs. 1101 to 1400	Rs. 600/- "
Rs. 1401 to 1700	Rs. 700/- "
Rs. 1701 and above	Rs. 800/- "

**(M) House Maintenance Allowance:**

The Company should pay an amount of Rs. 7000/- (Rupees seven thousand only) or an amount equivalent to two thirds total salary of a workman computed on basis of Basic Salary, Dearness Allowance, Fixed Dearness Allowance and H.R.A. for the month of April, every year and whichever is higher subject to maximum amount of House Maintenance of Rs. 7000/- which should be paid to workman with service of 5 years and more as on December 31, 1992 or on 31st December of any year hereafter.

**(N) Monsoon Allowance:**

The Company should pay to every workman Rs. 1000/- per annum to be paid in the month of June every year for purchase of monsoon shoes, gumboots, raincoat, umbrella etc. for himself and his family.

**(O) Shift Working Allowance:**

Any employee who is required to work in General/First Shift should be paid 10% of Basic + D.A. + HRA per shift, for Second shift 15% of Basic + D.A. + HRA per shift and 20% of Basic + D.A. + HRA per shift for Third shift working.

**(P) Washing Allowance:**

The Company should pay to every workman washing allowance of Rs. 100/- (Rupees one hundred only) per month.

**(Q) Weekly Off/Paid Holiday Working Allowance:**

For working on a weekly off day or on a paid holiday, the Company should pay weekly off/paid holidays working allowance on the following basis:

For weekly off day working. 3 days wages/salaries if no substitute off is given or 2 days wages/salaries if substitute off is given.

For paid holiday working. 3 days additional salaries for monthly rated staff and 3.5 days wages for daily rated workmen.

**(R) Picnic Allowance:**

Effective from January 1, 1993 the Company should pay to every workman Picnic Allowance of Rs. 1500/- (Rupees one thousand five hundred only) per annum.

**(S) Milk Allowance:**

The Company should pay to every workman Rs. 10/- per day of work as Milk Allowance.

**(T) Factory Allowance:**

The Company should pay all permanent workmen working in the factory, factory allowance of Rs. 200/- (Rupees two hundred only) per month.

**(U) Special Allowance:**

The Company should pay to workman who cannot go to the Canteen for Lunch/Dinner/Breakfast on account of the nature of their duties a Special Allowance of Rs. 200/- (Rupees two hundred only).

**Demand No. (7): Outstation Allowance:**

Effective from January 1, 1993 the Company should pay Outstation Allowance on the following basis:

Arrangements	Benefits
Where no arrangements for boarding and lodging are made by the Company.	Annual expenses of lodging and boarding plus reimbursement of actual conveyance expenses incurred on official duty.
Where arrangement for boarding and lodging are made by the Company.	Rs. 150/- per day to cover out of pocket expenses plus reimbursement of actual local conveyance expenses incurred on official work

And

The Company should provide workmen who are required to travel out of Goa, Air Ticket/First Class A. C. travel.

And further

The outstation allowance should be paid to a workman even if he is not required to stay overnight.

**Demand No. (8): Staggering Allowance:**

Effective from January 1, 1993 the Staggering Allowance paid to the workmen as on today, should be merged in their basic salary.

**Demand No. (9): Bonus:**

The Company should pay bonus to every workman for the years 1993, 1994 and 1995 at the rate of 20% of the gross salary without any ceiling.

**Demand No. (10): Productivity Linked Bonus:**

The Company should pay effective from the year 1993 to every permanent workman productivity linked Bonus at the rate of 20% of the gross salary.

**Demand No. (11): Christmas/Ganesh Chaturthi/Id-UI-Fitr-Festivities Allowance:**

The Company should pay to every workman Christmas/Ganesh Chaturthi/Id-UI-Fitr Festivities Allowance of Rs. 1000/- (Rupees one thousand only) to be paid ten days before Christmas/Ganesh Chaturthi/Id-UI-Fitr Festival.

**Demand No. (12): Funeral Expenses:**

The Company should give to every workman Funeral Expenses of Rs. 1000/- (Rupees one thousand only) incurred by him at the time of death of his parents/his wife/husband/child.

**Demand No. (13): Tubectomy/Vasectomy Allowance:**

In case any female/male should get herself/himself operated for Tubectomy/Vasectomy after birth of first/second child, she/he should be given one month's additional salary and 15 days special leave.

**Demand No. (14): Gratuity:**

The present gratuity scheme for the workmen should be revised and the revised scheme shall be as follows:

(A) In case of death or permanent disability (mental or physical or both)	Three months total wages/salaries per each year of service or part thereof in excess of six months.
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(B) In case of retirement from the Company on attaining age of superannuation, resignation or termination from the Company after 15 years of service. Forty-five days total salaries/wages for each year of completed year of service or part thereof in excess of six months.

(C) In all other eventualities, the gratuity should be paid as per the provisions of the Payment of Gratuity Act, 1972 (Central Act, 39 of 1972).

(D) Gratuity should be calculated and paid on total wages/salaries drawn by the workmen on the eve of his separation from the Company.

(E) For purposes of calculating and paying gratuity following formulae should be adopted by the Company in all eventualities:

Wages/Salaries for 30 days =  $\frac{\text{Wages/salaries of 22 one day for purpose of calculating and playing gratuity.}}{22}$

(F) Maximum gratuity payable shall be thirty months full wages/salaries.

#### Demand No. (15): Long Service Award:

Effective from January 1, 1993 the existing scheme of giving Long Service Award should be revised as hereunder:-

On completion of 10 years of service with the Company. 100 gms. of Silver plus Rs. 1000/-

On completion of 15 years of service with the Company. 200 gms. of Silver plus Rs. 2000/-

On completion of 20 years of service with the Company. 300 gms. of Silver plus Rs. 3000/-

On completion of 25 years of service with the Company. 500 gms. of Silver plus Rs. 5000/-

#### Demand No. (16): Superannuation Scheme:

Effective from the year 1993, the company should incorporate Life Insurance Corporation Superannuation Scheme by depositing two total salaries per workman every year to the Superannuation Scheme.

#### Demand No. (17): Insurance:

Effective from the year 1993, Company should cover every workman in the Group Insurance Scheme for Rs. 5/- lakhs.

#### Demand No. (18): Attendance Bonus:

Any workman attending the work on all working days in a month should be eligible to receive from the Company alongwith his monthly wages/salaries three days wages/salaries. Days on which the workman is on privilege leave and/or casual leave of one day duly sanctioned should be treated as days of attendance for payment of attendance bonus. However, in case a workman remains absent on account of casual leave of more than three days and/or sick leave in any month including sickness benefit under the E.S.I. scheme, he should not be eligible to receive from the Company attendance bonus for that month. In case the workman has earned attendance bonus for first eleven or twelve months in any year the additional attendance bonus should be paid on following basis:

For earning attendance

Bonus for 12 months Premium of 11 days

For earning attendance

Bonus for 12 months Premium of 9 days

The premium should be paid over and above normal attendance bonus

And

The same should be paid to him alongwith monthly wages/salaries of January of following.

#### Demand No. (19): Relief in case of Death and Disability:

In case any workman dies during the course of his employment while at work or otherwise except in case when death is on account of habitual drinking or in case any workman becomes physically or mentally incapacitated for any reason/reasons except on account of excessive drinks during the course of his employment, and cannot therefore continue himself in employment, his legal heir/heirs shall, in addition to all legal dues, be entitled to receive from the Company and the workmen of the Plant to which the deceased belongs each a day's total wages/salaries.

And

Everyone of the workmen of the Plant on the muster roll of the Company shall be required to contribute at above rate.

And further

Both the Company's and workmen contributions should be deposited in the office of the Sabha for disbursement to the legal heir/heirs in such manner as the Sabha considers it appropriate.

And further

That in case of death there should be no stoppage of work in any manner by any workman/workmen on account of demise of any workman. However, all workmen of the Company including managerial and technical

staff should observe two minutes silence at the place of work before the closing hours.

#### **Demand No. (20): Medical Benefits:**

The Company should pay effective from January 1, 1993 to every permanent workman for himself and his family members for Domiciliary treatment on production of necessary bills upto Rs. 5,000/- (Rupees five thousand only) per annum.

#### **Demand No. (21): Hospitalisation Allowance:**

- (i) During the course of employment if any workman or his family member is hospitalized, the Company should directly reimburse hospital expenses to the maximum amount of Rs. 30,000/- (Rupees thirty thousand only) provided such a workman has put in service of at least three years and more as on December 31, 1992 or on December 31 of any subsequent year. However, under special and extraordinary circumstances the condition regarding three years of service may be waived in concurrence with the Sabha.

And

The total reimbursement of hospitalization expenses during full service of any workman should be to the extent of Rs. One lakh only.

- (ii) The family referred to under (i) hereinabove should mean and include spouse, dependent children and dependent parents and no other person.
- (iii) The reimbursement of expenses referred to under (i) should be for surgery, hospital charges and expenses for other treatment during period of hospitalization.

#### **Demand No. (22): Canteen:**

The Company should provide to every permanent workman working in all shifts tea, coffee, free snacks and milk/juice should be provided twice in a shift.

#### **Demand No. (23): Vehicle and Furniture Loan:**

Effective from the year 1993 Company should increase the quantum of loan for purchase of vehicle and furniture to Rs. 20,000/- (Rupees Twenty Thousand only). The other terms and condition for the loan should remain the same.

#### **Demand No. (24): Housing Loan:**

Effective from the year 1993 the Company should give to permanent workmen Housing Loan upto Rs. 3 lakhs (Rupees three Lakhs only) or 100 months total salary, whichever is higher at 4% interest to be deducted in the monthly installments for purchase of flat and house repairs.

#### **Demand No. (25): Car Loan:**

Effective from the year 1993, the Company should give to every permanent workman who has put in service of 5 years and more Car Loan of Rs. One Lakh at 4% interest and to be deducted in 120 equal monthly installments.

#### **Demand No. (26): Leave:**

The following provisions for leave shall become effective from the calendar year 1993.

##### **(A) Accident Leave:**

If any employee meets with an accident during course of his employment and while in employment he shall be given accident leave on full wages/salaries for a maximum period of six months. However, such a workman if already covered or subsequently covered under E.S.I. Scheme shall be entitled to get benefits of accident leave on full wages/salaries minus whatever is payable by the E.S.I. to the workman.

##### **(B) Casual Leave:**

Every workman should be given 15 days casual leave in a year with a right to encash full or balance of the leave at the end of the year. However, in case anyone of the workman does not avail of any one day's casual leave in a year, such a workman should be eligible to receive premium of Ten days additional wages/salaries over and above payment for unused full casual leave.

##### **(C) Sick Leave:**

- (i) Every workman covered under the Employees State Insurance Scheme should be given 15 days (Fifteen days) sick leave on full wages/salaries per each year with a right to encash either full or balance of it at the end of the year.
- (ii) Every workman covered under the Employees State Insurance Scheme or who shall not be covered under the said scheme hereafter should be given 21 days (Twenty one) days sick leave with a right to encash either full or balance of sick leave at the end of the year and sick leave should be allowed accumulation for 90 days.

##### **(D) Privilege Leave:**

The Company should give to every permanent workman who has completed eleven months of service 35 days privilege leave per year of service with a right to accumulate the same for a period of 180 days.

And

The workman should be allowed to encash leave to the extent of 75% of leave standing to

his credit provided he proceeds on minimum 5 days privilege leave at the time of encashment.

And

All public holidays, weekly offs should be excluded from privilege leave.

And further

The workmen should be allowed to take privilege leave four times in a year.

(E) Paternity Leave:

Every workman should be given paternity leave of five days on full wages/salaries in his service at the time of his wife's delivery provided that he takes the same written fifteen days of the child's birth and provided further that he does not have more than two children.

(F) Special Leave for Unforeseen Circumstances:

Every workman should be given five days special leave on full wages/salaries on occasion of death of his father, mother or wife/husband or child twice during his service.

(G) Honeymoon Leave:

Every workman should be given once in his service honeymoon leave of six days on full day pay at the time of his first legal marriage.

**Demand No. (27): Paid Holidays:**

The workman should be given 18 paid holidays in a year.

And

The holidays should be fixed by the Company in consultation with the local committee members.

**Demand No. (28):**

The Company should recognize/extend bus service in all shifts to the workmen as stated hereinbelow:

Mapusa to Colvale  
Panaji to Miramar  
Ciba to Carambolim  
Dongri, Cortalim, Vasco  
Ciba to Margao, Borda, Housing Board, Aquem  
Ciba to Marcella Kumbharjue  
Ciba to Britona  
Ciba to Saligao

**Demand No. (29): Marriage Gifts:**

The workman with service of 5 years and more in the Company as on December 31, 1992 or on December 31, of any subsequent year should be eligible to receive from the Company a gift of Rs. 7000/- (Rupees seven thousand only) at

the time of his own marriage or marriage of his son/daughter.

And

The said cash gift should be given only twice in the Company's service.

**Demand No. (30): Over Time:**

Any workman required to work on paid holidays should be paid overtime at the rate of two times the wages and compensatory off.

Any workman required to work for a full day on paid holiday which falls on his first weekly off as per his duty Roaster should be paid double the wages for the hours worked plus additional wages for 16 hours being a paid holiday for the Company, in all 32 hours wages/salaries should be paid.

**Demand No. (31): Promotion Policy and Upgradation:**

The Company should follow the policy of internal promotion upgradation on basis of seniority-cum-merits in consultation with the Sabha as and when vacancies are caused or new vacancies are created.

**Demand No. (32): Working Hours:**

The working hours of permanent workmen should be revised as given hereinbelow:

1st Shift at 8.00 hours to 16.00 hours Bus arrival at 7.50. Bus departure at 16.05 hrs. II Shift 16.00 hours to 00.00 hours, Bus arrival at 15.50 hrs. Bus departure at 00.05 hrs. III Shift 0.00 hrs. to 8.00 hrs. Bus arrival at 23.50 hrs. Bus departure at 08.05 hrs. General Shift 9.00 hrs. to 17.00 hrs. Bus arrival at 8.50 hrs. Bus departure at 17.05 hrs. The above Shift timings include break for lunch/dinner/breakfast/two sessions of Tea/Rest Internal and time for washing.

And

The working hours of all permanent workmen should be reduced to forty hours per week.

And further

All permanent workmen should be given two days off in a work.

**Demand No. (33): Lock out Wages:**

All workman affected by lockout from 14-1-94 to 31-10-94 shall be paid full wages/salaries for the entire period of lockout.

**Demand No. (34): Full Wages of Strike Period:**

All the workmen shall be paid full wages of strike period i.e. from 14-1-1994 to 25-10-1995.

**Demand No. (35): Permanency:**

Workmen who have worked 120 days in aggregate in anyone of the years 1991, 1992



and 1993 should be reinstated and made permanent with effect from the date on which they have completed the required period of 120 days and further they should be given compensation for the loss caused to them by the Company's act of keeping them temporary.

2. On receipt of the reference a case was registered under No. IT 38/95 and registered A/D notice was issued to the Workmen/Party I represented by Kamgar Sabha (for short, 'Union') and the Employer/Party II M/s. Hindustan Ciba Geigy Limited (for short, "Company"). The union filed statement of claim on behalf of the workmen in support of the demands. The company filed written statement objecting to the demands raised by the union. On the pleadings of the parties, issues were framed at Exb. 18. During the pendency of the reference there was a scheme of amalgamation between M/s. Hindustan Ciba Geigy Limited and M/s Sandoz (I) Ltd., which was sanctioned by the Hon. Bombay High Court. As per the said scheme M/s. Sandoz (I) Ltd., Amalgamated with M/s Hindustan Ciba Geigy Limited which was renamed as M/s. Novartis India Limited, and the entire speciality business, chemical business of M/s. Hindustan Ciba Geigy Limited stood transferred and vested in Ciba Speciality Chemicals (I) Ltd., with effect from 1-4-1996 and as such from 1-4-1996 M/s. Novartis India Ltd., and M/s. Ciba Specialities Chem. (I) Ltd., became two separate entities. Subsequently M/s. Novartis India Ltd., came to be known as Syngenta India Ltd., and it continues to be known as such.

3. During the pendency of the reference another union namely Kamgarancho Ekvott filed applications dated 11-9-2000 and 29-10-2000 for joining it as a party to the dispute. The said union stated that in Novartis (India) Ltd., as on the date of filing of the application the said union has the membership of 203 workmen out of the total strength of 310 workmen and as such it is enjoying a majority in the said Company. The said union stated that 58 workmen out of 71 workmen of Ciba Speciality Chem. Ltd., had resigned from the membership of Kamgar Sabha w.e.f. 18-8-2000 and it became its members and they had also withdrawn the authority given by them to Kamgar Sabha to represent them before this Tribunal or any other forum. After hearing the parties this Tribunal passed an order dated 30-11-2000 ordering the adding of Kamgarancho Ekvott as a party in the above proceeding and accordingly the said union was added as party I (2) in the above proceedings. This order of the Tribunal was challenged in Writ Petition No. 332/2001 before the Hon'ble High Court of Bombay at Goa, by Kamgar Sabha and the Hon'ble High Court by order dated 26th April, 2002 allowed the Writ Petition and set aside the order of this Tribunal whereby Kamgarancho Ekvott was ordered to be added as a party to the proceeding. In the Letters Patent Appeal No. 158/03 filed by Kamgarancho Ekvott against the order of the Hon'ble

Single Judge passed in Writ Petition No. 332/01, the Division Bench of the Hon'ble Bombay High Court allowed the Letters Patent and set aside the order dated 26th April, 2002 passed by the Hon'ble Single judge of the Hon'ble Bombay High Court, Goa Bench in Writ Petition No. 332/01 and restored the order dated 30-11-2000 passed by this Tribunal.

4. After the Kamgarancho Ekvott was ordered to be added as a party to the proceedings the said Union produced the copies of the settlements dated 26-9-2000 and 30-8-2000 signed by it with the Employer/Companies namely M/s. Novartis India Ltd., now known as Syngenta (India) Limited and Ciba Speciality Chemicals (India) Ltd., respectively. Thereafter Syngenta (India) Limited and Ciba Speciality Chemicals (India) Ltd., filed applications dated 13-11-2001 Exb. 54 and 18-12-2001 Exb. 57 respectively praying for award in terms of the settlement dated 26-9-2000 and 30th August, 2000 respectively signed by the said Companies with Kamgarancho Ekvott. After hearing the parties this Tribunal passed the order dated 18-9-2002 dismissing the applications dated 13-11-2001 Exb. 54 and 18-12-2001 Exb. 57 filed by Syngenta (India) Limited and Ciba Speciality Chemicals (India) Ltd., respectively. In the meantime the union Kamgarancho Ekvott had filed an application dated 29-6-2001 Exb. 50 for directing the employer Ciba Speciality Chemicals (India) Ltd., to extend the benefits of the settlement dated 30 August, 2000 signed by the Union Kamgarancho Ekvott with the said Company. After hearing the parties this Tribunal by order dated 31-10-2003 dismissed the application dated 29-6-2001 Exb. 50 filed by Kamgar Sabha. Against this order of the Tribunal Kamgar Sabha (Mumbai Mazdoor Sabha) filed Writ Petition No. 176/2000 in the Hon'ble High Court of Bombay at Goa. The said Writ Petition was dismissed by the Hon'ble High Court by order dated 8th July, 2004. Kamgar Sabha filed Letters Patent Appeal No. 6/2004 against the said order of the Hon'ble Bombay High Court. In the said Letters Patent Appeal Kamgar Sabha and the Employer/Companies namely Syngenta (India) Limited and Ciba Speciality Chemicals (India) Ltd., filed consent terms and the Hon'ble Bombay High Court passed the consent orders dated 28-9-2004 in terms of the said consent terms.

5. As per the consent order dated 28-9-2004 the Hon'ble High Court directed this Tribunal to pass the award in terms of the settlement dated 26-9-2000 signed between Kamgarancho Ekvott and M/s. Syngenta India Ltd. In the said order the Hon'ble High Court Modified Clause 35.4 of the said settlement relating to deductions at the rate of 5% of the arrears and as per the said modification the rate of 5% was reduced to 2½%. The Hon'ble High Court further directed that this Tribunal should decide the period of settlement for which the deduction shall apply i.e., whether the deduction shall apply for the period from 1-1-93 to 26-9-2000 or for the subsequent period. The Hon'ble High Court further directed that subject

to the deletion of the words, "I am the member of Kamgarancho Ekvott" in the undertaking to be given by workmen who are the members of Kamgar Sabha the said workmen shall give the following undertaking.

"I have read and understood the contents of the settlement dated 26-9-2000 on charter of demands arrived at between the management of Novartis India Limited, St. Monica Works, Corlim, Ilhas Goa, and Kamgarancho Ekvott.

I hereby accept the terms and conditions of the above settlement as a package deal and in full and final settlement of all the demands including those pending before the Industrial Tribunal, Panaji, in Ref. No. IT/38/95 except the demand relating to the temporary workmen.

Kindly extend the benefits of the above settlement, which I declare is binding on me."

6. Since the Hon'ble High Court had directed this Tribunal to decide the period of settlement for which the deduction shall apply i.e., whether the deductions shall apply for the period from 1-1-93 to 26-9-2000 or the subsequent period, the parties namely, Kamgar Sabha and Kamgarancho Ekvott the unions in the present case, were heard. The union Kamgarancho Ekvott filed an application dated 26-11-2004 at Exb. 69 supported by affidavit of the workman Shri Prakash Laximan Tambat. In the said application the said union stated that all the employees who have accepted settlement in the year 2004 have paid 2.5% of the arrears paid to them up to 2004 as contribution to the union. The said union therefore prayed that in view of the above, order be passed directing deduction of 2.5% of the arrears paid till the date of employees opting for the settlement. The other union namely Kamgar Sabha also filed an application dated 26-11-2004 at Exb. 70 stating that its members are ready and willing to accept the terms specified in the application dated 26th November, 2004 filed by Kamgarancho Ekvott. The said union prayed that the order be passed directing the deductions of 2.5% of the arrears as contribution to the union till the date of the signing of the undertaking. Since both the unions have agreed that the deductions should be made at the rate of 2.5% of the arrears till the date of the signing of the settlement/giving undertaking, I hold that deductions at the rate of 2.5% of the arrears shall be made till the date the workmen give an undertaking in terms of the settlement dated 26-9-2000 and which undertaking is modified by the Hon'ble High Court as mentioned earlier. In view of the above, I pass the consent award in terms of the settlement dated 26-9-2000 as signed between Kamgarancho Ekvott and M/s. Syngenta India Ltd., earlier known as M/s. Novartis India Ltd.

#### ORDER

#### 1. Applicability

Except otherwise specified, the terms of this settlement will apply to permanent workmen of the

Company who are members of Kamgarancho Ekvott and are employed at its Santa Monica Works, Corlim-Ilhas--Goa as on 01-01-1993 and continue to remain in services of the Company as on the date of signing and accepting this settlement.

Except as otherwise provided herein, the terms of this settlement will apply to permanent workmen of the Company who have joined after 1-1-1993 and continue in service of the Company as on the date of signing and accepting this settlement.

The terms of this settlement will also be made applicable for settlement of dues of employees who have separated due to death, Voluntary Retirement Scheme (VRS) or retirement and also to those of the employees who have been promoted to the Management Cadre during the period 01-01-1993 to the date of signing of this settlement but only in respect of the period they were a part of unionised staff.

The above mentioned employees with the exception of those separated due to death will be entitled to receive the benefits arising out of this settlement after signing the Annexures 6/7/8 enclosed.

#### 2. Period of Settlement

This settlement shall cover the period of 11 years from 01-01-1993 to 31-12-2003.

For the sake of convenience, the 11 years period is broken up into three periods as shown hereunder:-

Period A: from 01-01-1993 to 31-12-1995 (3 years).

Period B: from 01-01-1996 to 31-12-1999 (4 years).

Period C: from 01-01-2000 to 31-12-2003 (4 years).

The benefits of this settlement will be applicable as specifically mentioned for each period. Unless otherwise specified the provisions of this settlement will be effective for the entire period from 01-01-1993 to 31-12-2003. On expiry of the above settlement period on 31-12-2003, the settlement will continue to remain in operation and binding on both parties unless and until it is terminated in accordance with Section 19 of the Industrial Disputes Act, 1947, and the Rules framed thereunder.

#### 3. Gradation

3.1 Effective 01-01-1993, the Old Grades shall be replaced by New Grades as shown herebelow.

Old Grade	New Grade	Old Grade	New Grade	Old Grade	New Grade
01	P1	T1	U1	C1	D1
02	P2	T2	U2	C2	D2
03	P3	T3	U3	C3	D3
04	P4	T4	U4	C4	D4
05	P5	T5	U5		
06	P6				

The above new grades shall remain operative for the Period A and Period B.

The revised grades PU and D with scales of pay and corresponding classification will be as per Annexure 1.

Effective 1-1-2000 the PU and D series of grades shall be replaced by corresponding G series of Grades as shown hereunder:

Grades Applicable for period "A" & "B"	Corresponding Grades For period C
	G0
P-I	G1
P-II	G2
P-III, D-I	G3
P-IV, D-II, U-I	G4
P-V, D-III, U-II	G5
P-VI, D-IV, U-III	G6
U IV	G7
U-V	G8

The additional Grade G0 shall be made applicable to the new recruits who are not specifically classified in any of the above G I to G8 grades.

The revised G series of Grades with scales of pay and corresponding classification will be as per Annexure II.

#### 4. Fitment in New Scales of Pay

##### a) Period "A"

The employees who were on roll of the company on 1-1-1993 and those employees who were subsequently confirmed during period A shall be placed in corresponding higher grade in the new grades. Corresponding grades are as indicated in Clause 3.1 and are detailed in Annexure I.

Workmen in Grades C4, 06, T5 shall continue in the corresponding new grades without being upgraded. However such workmen shall be given one additional increment as compensation in lieu of upgradation.

However, there shall be no change in job.

The employees who were in Old Grades 06, T5 and C4 as on 31-12-92 will be granted one extra increment in new Grades P6, U5 and D4 respectively on 1-1-93 in addition to the normal increment.

##### b) Period "B"

The employees who have joined the Company from 1-1-96 will be placed in the new Grades from the date of their joining as per their present designations.

The new Grades in P, U and D series shall remain operative for the entire Periods "A" and "B".

#### C) Period "C"

Effective 1-1-2000 the Basic Salary of each employee in G series of Grades shall be computed as under:

1) Basic+PP+SP+FDA +VDA of Rs. 1400/- (corresponding to AICPI 800 points as per clause 3.3 of the Settlement dated 6-12-1989) as applicable on 31-12-99.

2) Add 20% of the above components

Simultaneously the payment of applicable Fixed Dearness Allowance and Rs. 1400/- Towards Variable Dearness Allowance as per Clause above shall stand discontinued effective from 1-1-2000.

If an employee reaches the maximum of his grade, he will be granted an increment at the last drawn rate during the period of this settlement.

The revised basic shall be fitted in the applicable grade. If the revised basic salary after adding the above amount as per Clause 4c, is not in the step in his applicable Grade then he shall be fitted in the next higher step in the same Grade. If the total basic wages is less than the minimum of the grade, then he shall be placed at the minimum of the Grade. He will be granted a normal increment in this new Grade.

The following are the illustrations to show as to how an employee will be fitted in the Grade.

Illustration:-

As on 31-12-1999 an Employee in Grade P-II with 12 years experience.

a) Basic Salaries	= Rs. 621.00/-
b) PP	= Rs. 1245.00/-
c) SP	= Rs. 495.00/-
d) FDA	= Rs. 385.00/-
e) VDA corresponding to 800 Points	= Rs. 1400.00/-

Total of (a) to (e) Rs. 4146/-

20% of (a) to (e) Rs. 829.20

Total basic salary of above = Rs. 4975.20

Fit Rs. 4975.20 at the next higher step in grade G2

Add Fitment benefit = Rs. 44.80

Add Normal increment of 1-1-2000 Rs. = 70.00

Revised Basic salary as of 1-1-2000 = Rs. 5090.00

Hence his new basic as on 1-1-2000 will be in grade G2 Rs. 5090.00

## 5. Personal Pay

With effect from 01-01-1993 Personal Pay will be introduced as an element of salary for the periods "A" and B" at the rates shown hereunder.

Grades	Period A	Period B
	Effective 1-1-93	Effective 1-1-96
	Rs. Per Month	Rs. Per Month
P-I	0	495
P-II	495	750
P-III, D-I	575	825
P-IV, D-II, U-I	695	900
P-V, D-III, U-II	800	975
P-VI, D-IV, U-III	900	1025
U-IV	900	1075
U-V	900	1075

Eligibility for Personal Pay for Period A shall be subject to the condition that an employee is confirmed as on 31-12-92. The applicable Personal Pay will correspond to his grade as on 1-1-93 and will remain constant throughout the period A, irrespective of the change in Grade due to promotion or otherwise during this Period. An employee confirmed in the services of the Company on or after 1-1-93 shall not be eligible for Personal Pay during the Period A.

Eligibility for Personal Pay for Period B shall be subject to the condition that an employee is confirmed as on 31-12-95. The applicable Personal Pay will correspond to his grade as on 31-12-95 and will remain constant throughout the period B, irrespective of the change in Grade due to promotion or otherwise during this Period. An employee confirmed in the services of the Company on or after 1-1-96 shall not be eligible for Personal Pay during the Period B.

The amount of Personal Pay paid to the employee per month for Period A will be added to the amount payable per month for Period B as applicable on 1-1-96. The total sum will be his Personal Pay as on 1-1-96.

### Illustration:

1. A permanent employee in Grade P III on the roll of the Company as on 1-1-93 will receive Personal Pay at the rate of Rs. 575/- per month for the entire period A. He is promoted to grade PIV on 1-1-94. He will continue to get Personal Pay of Rs. 575/- per month during Period A. The said employee on 1-1-96 is in Grade P IV. He will receive his Personal Pay of Rs. 575/- of period A+ Rs. 900/-. Thus total Personal Pay paid to him as on 1-1-96 will be Rs. 1475/- per month.

2. An employee becoming permanent in Grade P III on or after 1-1-93 will not receive Personal Pay for Period A. The said employee as on 1-1-96 is in Grade PIV. He will receive his Personal Pay of

Rs. Nil for period A + Rs. 900/-. Thus total Personal pay as on 1-1-96 will be Rs. 900/- per month.

3. An employee becoming permanent in Grade P III on or after 1-1-96 will not receive Personal Pay for Period B.

Effective 1-1-2000 the Personal Pay payable as per Clause 5 above shall be merged in basic salary and new Personal Pay shall be introduced covering Period "C" as shown in the table herebelow.

Grades	Period C
	Effective 1-1-2000
	Rs. Per Month
G0	500
G1	500
G2	550
G3	650
G4	750
G5	900
G6	1050
G7	1050
G8	1050

Eligibility for Personal Pay for Period C shall be subject to the condition that an employee is confirmed in service as on 31-12-99. The applicable Personal Pay will correspond to his grade as on 1-1-2000 and will remain constant throughout the period C, irrespective of the change in Grade due to promotion or otherwise during this Period. An employee confirmed in the services of the Company on or after 1-1-2000 shall not be eligible for Personal Pay.

Personal Pay shall be treated as basic salary for the purpose of computation of DA, HRA, LTA, Shift Allowance, Overtime, Bonus, Provident Fund and Gratuity.

## 6. Service Pay

With effect from 1-1-93 Service Pay will be introduced as an element of salary for the Periods A and B at the rates shown herebelow.

Period of Service as on the first day of each period	Period A	Period B
	Effective 1-1-93	Effective 1-1-96
	Rs. P. M.	Rs. P. M.
Less than 5 years	170	50
5 and less than 10 years	220	200
10 and less than 15 years	245	250
15 and less than 20 years	265	270
20 years and above	265	270

Eligibility for Service Pay for Period A shall be subject to the condition that an employee is confirmed in service as on 31-12-92. The applicable Service Pay will correspond to his years in service as on 31-12-92

and will remain constant throughout the period A irrespective of the change in years of service during this period. An employee confirmed in the services of the Company on or after 1-1-93 shall not be eligible for Service Pay during the Period A.

Eligibility for Service Pay for Period B shall be subject to the condition that an employee is confirmed in service as on 31-12-95. The applicable Service Pay will correspond to his years in service as on 31-12-95 and will remain constant throughout the period B irrespective of the change in years of service during this Period B. An employee confirmed in the services of the Company on or after 1-1-96 shall not be eligible for Service Pay during the Period B.

The amount of Service pay paid to the employee per month for Period A will be added to the amount payable per month for Period B as applicable on 1-1-96. The total sum will be his Service Pay as on 1-1-96.

#### Illustration:

1. A permanent employee with 8 years of service is on the roll of the company as on 1-1-93 will receive Service Pay at the rate of Rs. 220/- per month for the entire period A. The said employee as on 1-1-96 will complete 11 years of service. He will receive his Service Pay of Rs. 220/- for period A + Rs. 250/- as shown under Period B. Thus total Service Pay paid to him on 1-1-96 will be Rs. 470/- per month.
2. An employee becoming permanent on or after 1-1-93, will not receive Service Pay for Period A. The said employee on 1-1-96 will complete 2 years 11 months and 29 days. He will receive his Service Pay of Rs. Nil for period A + Rs. 50/- as shown under Period B. Thus total Service Pay paid to him on 1-1-96 will be Rs. 50/- per month.
3. An employee becoming permanent on or after 1-1-96 will not receive Service Pay for Period B.

Effective 1-1-2000 the Service Pay payable as per Clause above shall be merged in basic salary and a new Service Pay shall be introduced covering Period "C" as shown in the table hereunder.

Period of Service as on the first day of period PERIOD C	PERIOD C Effective 1-1-2000 Rs. P. M.
Less than 5 years	75
5 and less than 10 years	325
10 and less than 15 years	575
15 and less than 20 years	675
20 years and above	775

Eligibility for Service Pay for Period C shall be subject to the condition that an employee is confirmed in service as on 31-12-99. The applicable Service Pay

will correspond to his period of service as on 31-12-99 and will remain constant throughout the period C. An employee confirmed in the services of the Company on or after 1-1-2000 shall not be eligible for Service Pay.

Service Pay shall be treated as basic salary for the purpose of computation of DA, HRA, LTA, Shift Allowance, Overtime, Bonus, Provident Fund and Gratuity.

## 7. Dearness Allowance

### A. Fixed Dearness Allowance

Effective 1-1-93, the permanent employees will continue to get FDA for the periods A & B at the same old rates as embodied in Clause 3.1 of the Settlement dated 6-12-89. Effective 1-1-2000, Fixed Dearness Allowance payable as per above shall stand merged with the basic salary as shown in Clause 4b of this settlement and simultaneously the said scheme of FDA shall stand discontinued.

### B. Variable Dearness Allowance

Effective 1-1-93, following scheme of Variable Dearness Allowance shall be applicable to the permanent employees of the Company.

The existing ceiling corresponding to the VDA payable at AICPI 1200 shall stand removed effective from 1-1-93.

VDA of Rs. 1400/- corresponding to AICPI 800 payable under the settlement dated 6-12-89 shall cease to be paid from 1-1-2000 as the same stood merged with basic salary from that date as per clause 4c of this Settlement. In view of the same no VDA shall be payable upto AICPI 800.

Effective 1-1-2000, covering period C, salary shall be reckoned as Basic, Personal Pay and Service Pay for the purpose of salary slab and corresponding rate per point at each salary slab shall stand revised above 2000 points as per the table shown hereunder:

Salary Slab (Basic + SP + PP)	Rate per point over AICPI 2000 points (1960=100)
Upto Rs. 2200	2.10
Rs. 2201 to Rs. 2500	2.15
Rs. 2501 to Rs. 2800	2.20
Rs. 2801 to Rs. 3100	2.25
Rs. 3101 to Rs. 3400	2.30
Rs. 3401 to Rs. 3700	2.35
Rs. 3701 to Rs. 4000	2.40
Rs. 4001 to Rs. 4300	2.45
Rs. 4301 to Rs. 4600	2.50
Rs. 4601 to Rs. 4900	2.55
Rs. 4901 to Rs. 5200	2.60
Rs. 5201 to Rs. 5500	2.65

Rs. 5501 to Rs. 5800	2.70
Rs. 5801 to Rs. 6100	2.75
Rs. 6101 to Rs. 6400	2.80
Rs. 6401 to Rs. 6700	2.85
Rs. 6701 to Rs. 7000	2.90
Rs. 7001 to Rs. 7300	2.95
Rs. 7301 and above	3.00

All permanent employees on the roll of the company as on 1-1-2000 will be paid FVDA between 801 and 2000 points after neutralising the same as per the rates per point embodied in the settlement dated 6-12-1989. As a result, FVDA payable upto 2000 points per employee will be arrived at as per the rate per point applicable to him as on 31-12-1999.

Employees joining service on 1-1-2000 or thereafter shall be paid FVDA for AICPI 801 and 2000 points as FVDA as shown in the table below and will be included in VDA.

Grades G0 to G2 Rs. 2400/- p.m.

Grades G3 to G8 Rs. 2460/- p.m.

#### Illustration 1:

Employee in Grade P2 in 1999.

- A) VDA payable for the month of December, 1999 at AICPI 2115 (1960=100)

Basic wage	=	Rs.	621/-
Rate per point	=	Rs.	2.10
VDA at AICPI 800	=	Rs.	1400/-
VDA for 1315 points	=	Rs.	2761.50

Total VDA payable for December, 1999 = Rs. 4161.50.

- B) For the same employee now in Grade G2

VDA payable for the month of January, 2000 at AICPI 2154 (1960=100)

Basic wage = Rs. 5250+ Service Pay Rs. 675+ Personal Pay Rs. 650/- =Rs. 6575/-

Rate per point for AICPI 801 to 2000 (1200 points) = Rs. 2.10

Rate per point beyond AICPI 2000 =Rs. 2.85

FVDA at AICPI 2000 Rs. 2520/-

VDA for 154 points = Rs.438.90

Total VDA payable for January, 2000 Rs. 2958.90

#### Illustration 2:

Employee joining on 1-1-2000 in Grade G2, will have his V.D.A. calculated as under:

Basic wage = Rs. 2300/-

PP = Rs. Nil

SP = Rs. Nil

Index for January = 2154

FVDA at AICPI 2000 = Rs. 2400/-

VDA payable for 154 points (AICPI 2001 to 2154) = Rs. 323.40

Total VDA payable for January, 2000 = Rs. 2723.40

#### 8. Leave Travel Assistance

With effect from 1-1-93, the LTA payable for the Period A shall be at the rate of Rs. 3200/- per calendar year.

With effect from 01-01-96, the LTA payable for the period B per calendar year will stand revised as per the table given hereunder:

Salary Slab (Basic Salary + SP + PP)	Amount in Rs. per Calendar year Period B
Upto Rs. 2000	4200
Rs. 2001 to Rs. 2500	5400
Rs. 2501 to Rs. 3000	6000
Rs. 3001 to Rs. 3500	6600
Rs. 3501 to Rs. 4000	7200
Above Rs. 4001	7800

With effect from 01-01-2000, the LTA payable for the Period C per calendar year will stand revised as per the table given hereunder.

Salary Slab (Basic Salary + SP + PP)	Amount in Rs. per Calendar year Period C
Upto Rs. 5000	4300
Rs. 5001 to Rs. 7000	6600
Rs. 7001 to Rs. 9000	9600
Above Rs. 9001	13200

In order to claim LTA, the employee shall have to proceed on PL, of minimum five days.

All other existing terms and conditions regulating the grant of LTA shall remain unchanged.

#### 9. House Rent Allowance

Effective 01-01-1993, HRA shall be paid on salary comprising of Basic + DA + PP + SP on percentage basis as shown in the table hereunder.

Period	HRA Payable
Period A	20%
Period B	22%
Period C	25%

HRA shall be calculated on January salary of each calendar year and it shall remain constant throughout the calendar year.

All other existing terms and conditions governing grant of HRA shall remain unchanged.

# 10. Education Allowance

Each permanent employee will be paid Education Allowance per each period at the following rates.

Period A: Rs. 100/- per month  
Period B: Rs. 200/- per month  
Period C: Rs. 200/- per month

All other existing conditions regarding grant of Education Allowance will remain unchanged.

# 11. Special Allowance

With effect from 01-01-1996 to 31-12-1999, a special allowance of Rs. 705/- per month will be paid to all permanent workmen. The said allowance stands withdrawn with effect from 1-1-2000 in view of its merger in Domiciliary Medical Reimbursement for period C.

# 12. Conveyance Allowance

All permanent workmen will be paid Conveyance Allowance per month at the rates shown against each period herebelow:

Grades	Period A Effective 1-1-93	Period B Effective 1-1-96
P-I	135	310
P-II	135	310
P-III, D-I	135	335
P-IV, D-II, U-I	135	385
P-V, D-III, U-II	245	480
P-VI, D-IV, U-III	245	540
U-IV	245	540
U-V	245	540

Grades	Period C Effective 1-1-2000
G0	400
G1	500
G2	600
G3	700
G4	800
G5	925
G6	1150
G7	1400
G8	1400

# 13. Shift Allowance

13.1 Effective 01-01-1993, permanent workmen working in the second/third shifts will be paid Shift Allowance at the following rates on the basis of the actual shift attendance:-

Second Shift: 10% of (Basic+PP+SP+DA)

Third Shift: 13% of (Basic+PP+SP+DA)

13.2 Effective 01-01-2000, Shift Allowance will also be paid to employees working in the second/third shift on overtime due to absence of reliever. This is applicable to the employees scheduled to work in monthly shift rota.

# 14. Plant Allowance

Effective 01-01-2000, all the permanent employees will be paid Plant Allowance at the rate of Rs. 50/- per month.

# 15. Staggering Allowance

Shift employees who work on a staggering weekly-off basis shall be paid Staggering Allowance per month for respective periods as shown in the table below.

Period A: Rs. 50/-  
Period B: Rs. 100/-  
Period C: Rs. 100/-

All other existing conditions regarding grant of Staggering Allowance will remain unchanged.

# 16. Domiciliary Medical Reimbursement

16.1 For Period A and B, workmen who fall outside the purview of the Employees' State Insurance Act, 1948 will be reimbursed Domiciliary Medical Expenses to the extent of the annual limits as per Clause No. 8 of Settlement dated 6-12-89.

16.2 For Period C effective 1-1-2000, each permanent employee shall be entitled to Domiciliary Medical Reimbursement of upto Rs. 12000/- per year. The said amount includes Special Allowance which was payable as per Clause 11 upto 31-12-99.

16.3 Reimbursement of Medical expenses to the extent supported by bill/receipts will be treated as non-taxable to the extent permissible under the Income-tax Act, 1961. The balance amount paid will be treated as taxable income.

The employees covered under the ESI Scheme shall be entitled to claim Medical Reimbursement of Rs. 12000/- less Employers share of ESI contribution.

16.4 This Domiciliary Medical Reimbursement Scheme will replace the existing Non-Hospital Medical Benefit Scheme provided under settlement dated 06-12-1989.

# 17. Working Hours

It is agreed that existing systems of working hours per week, weekly offs, shift timings and all existing practices relating thereto, applicable to employees of all department will remain unchanged.

# 18. Leave and Holidays

The existing provisions in respect of leave and holidays will remain unchanged except for the following changes effective 01-01-2000.



- a. Accumulation of privilege leave will be allowed up to 150 days.
- b. Accumulation of Sick leave will be allowed up to 60 days.
- c. For the purpose of encashment of PL, intervening weekly off will not be taken into account.

All other existing conditions regarding encashment of leave will remain unchanged.

#### 19. Death Benevolent Scheme

Effective from the date of signing of this settlement, in the event of death of any permanent employee while in the service of the Company, each permanent employee will contribute an amount equal to one day's basic salary plus dearness allowance plus personal pay plus service pay. The Management will make an equal contribution. The total amount thus collected will be handed over to the legal heir of the deceased employee.

#### 20. Gratuity

All workmen covered by this settlement will be eligible for payment of gratuity in accordance with the Payment of Gratuity Act, 1972. Salary for the purpose of payment of Gratuity shall mean Basic + PP + DA + SP.

#### 21. Computation of Salary

Effective 1-1-2003, calculation of the rate of pay/salary will be done on the basis of a month consisting of 22 days instead of 26 days as at present.

The calculation of overtime payment, holiday payment, Shift allowance and leave encashment shall be done on the above basis.

All other terms and conditions regarding calculation of rate of pay/salary shall remain unchanged.

Salary for the purpose of leave encashment shall, mean 'Basic + SP+PP + DA + HRA + EA' and Salary for the purpose of shift allowance, overtime and holiday payment shall mean 'Basic + SP+PP + DA'

#### 22. Re-Designation

It is agreed that with immediate effect the designation 'Mazdoor' will be changed to 'Attendant' and that of 'Lab Attendant' to 'Lab Assistant'. However their existing job contents shall continue to remain the same and they shall perform their duties as at present.

#### 23. Festival Advance

With effect from 01-01-2000, the permanent workmen will be entitled to festival advance of Rs. 5000/- once in a year, and same will be

recovered in ten equal instalments from the monthly salary starting from the following month.

All other terms and conditions for payment of festival advance remain unchanged.

#### 24. Vehicle and White Goods Loan

From the date of signing of this Settlement, the Management shall grant the loan per calendar year as shown herebelow:-

**Vehicle Loan:** Upto Rs. 40000/- each, to Maximum 25 workmen

**White Goods Loan:** Upto Rs. 40000/- each, to Maximum 25 Workmen

The terms and conditions governing the grant of Vehicle and White Goods (previously known as furniture) Loans will be as per Annexure 3 of this settlement.

As a special case unutilised amount of the year 2000 will be made available for sanctioning loan in the year 2001 on one time basis.

#### 25. Housing Loan

25.1 From the date of signing of this settlement, eligible permanent workmen can avail of housing loan from any recognised financial institutions such as housing finance companies or banks. It is agreed that starting from the year 2000, maximum of twenty workmen per calendar year can avail housing loan to the extent of Rs. 3 lakhs per employee. As a special case, this facility will be made available to a maximum of thirty workmen for the year 2001. In the event of the housing loan quota for the year 2000 is not fully utilised, the said unutilised quota will be carried forward to the next year 2001 on one time basis, as a special case.

25.2 The concerned employee shall bear initial 4% interest on the principal amount. The balance amount of interest upto a maximum extent of 11% shall be borne by the company.

25.3 All other terms and conditions governing the grant of Housing Loan will be as per Annexure 4.

#### 26. Pension Scheme

As part of this settlement, the Union proposed a Pension Scheme for permanent employees of Novartis India Limited who are beneficiaries of this settlement. The salient features of the scheme are as follows:

- a) It is mutually agreed between the parties that the Management of Novartis India



Limited shall contribute a sum of Rs. 70/- Lacs. (Rupees seventy lacs only) towards the starting of the fund by way of corpus.

- b) The scheme shall be applicable to employees who retire on or after the date of signing the present settlement.
- c) Within a period of six months from signing this settlement, a Pension Trust shall be formed which will have equal representatives from the Management as well as the workmen.
- d) On forming the Trust, the Trust shall formulate a scheme and the rules for Pension.
- e) It is mutually agreed between the parties that the Management shall pay Rs. 300/- per employee per month, towards all those confirmed employees who are on the role of the Company as on date of payment of the above sum, with effect from 01-01-2000 towards the Pension fund.
- f) As regards those employees, who have been promoted to Management grade after 1-1-1993, they shall have option to become members of the pension Scheme and receive benefits of the same on their paying of Rs. 300/- per month from the date of their promotion and continue to pay the same hereafter till they retire from the Pension Scheme as per the Pension rules.
- g) As regards those who have taken VRS, after 1-1-1993, such employees are also eligible to become members of the Pension Scheme and receive benefits of the same on their paying of Rs. 300/- per month, from the date of their taking VRS and continue to pay the same hereafter till they retire from the Pension scheme as per Pension rules.

#### 27. Canteen and Tea Room/Change Room Service

It is agreed between the parties that the type of service in the Canteen/Tea rooms/Change rooms in the Company shall be self service. The canteen/meal service shall be identical for all employees. The self service shall cover breakfast/snacks/tea/meals etc. in the canteen and Tea/Coffee in the tearooms/Change rooms. The self service will be implemented as expeditiously as feasible and latest within two months from the date of signing of this settlement. A canteen committee shall be formed to facilitate implementation of the same. As a result of introduction of self service, the surplus canteen employees will not be retrenched.

#### 28. Group Accident Insurance Policy

The existing Group Accident Insurance Policy will continue unchanged.

#### 29. Service Award

Effective 1-1-2000, the employees will be entitled to service award for rendering long period of service as shown hereunder.

1. Employee completing 15 years of service  
- Rs. 4500/-
2. Employee completing 25 years of service  
- Rs. 7500/-

#### 30. Safety and Fire Fighting Training

Effective 1-1-2000, the existing amount of Rs. 600/- per annum paid to the selected employees for undergoing Safety and Fire fighting training shall stand revised to Rs. 1000/- per annum.

All other terms and conditions relating to Safety and Fire fighting training as per Annexure V to the Settlement dated 6-12-1989 shall remain unchanged.

#### 31. Mediclaim Insurance Policy

An individual employee confirmed in the service of the company as on the date of this settlement shall on his own take a Mediclaim policy from any recognised Insurance company to cover self, spouse, maximum of 2 dependant children and dependant parents.

The company shall reimburse a maximum sum of Rs. 2500/- towards the premium to those employees who may have taken the Mediclaim Policies, on production of proof thereof.

The existing scheme for reimbursement of Hospitalisation benefits through Insurance shall stand discontinued from the date of signing of this settlement.

This scheme is applicable to the permanent employees who are outside the purview of Employees State Insurance Scheme.

#### 32. Ex-Gratia Payment

Without admitting any liability, the company shall pay as a special case and without creating a precedent an Ex-gratia amount to those employees as shown in Annexure 5 in full and final settlement of their claims for wages for the period of lockout and strike. It is agreed that the workmen shall not be entitled to any wages or other benefits in respect of the period of lockout and strike during the years 1994 and 1995.

#### 33. Payment of Arrears

It is agreed that the arrears accrued as a result of this settlement will be paid to all those workmen who are members of the Kamgarancha Ekvott (Union) and who have signed the declaration as per the specimen letter annexed and marked as "Annexure 6" to this settlement.

The revised Salary as a result of this settlement will be paid from the salary payable for the month of October, 2000. The Salary payable to all the employees from October, 2000 shall be paid by cheque (payable at par in Goa).

The arrears, arising out of this settlement will be computed and paid within three months from the date of signing and accepting the settlement and after adjustment of interim relief and advances paid by the Management including those under orders of the High Court and the Industrial Tribunal. The ex-gratia payment made will form a part of the arrears.

### 34. Abbreviations

The abbreviations used in this document are defined hereunder:-

Basic	: Basic Salary
SP	: Service Pay
PP	: Personal Pay
DA	: Dearness Allowance DA : FDA + VDA
FDA	: Fixed Dearness Allowance
VDA	: Variable Dearness Allowance
FVDA	: Fixed Variable Dearness Allowance
HRA	: House Rent Allowance
EA	: Education Allowance
CA	: Conveyance Allowance
AICPI	: All India Consumer Price Index
PL	: Privilege leave
LTA	: Leave Travel Assistance

### 35. General

35.1 All practices, service conditions and benefits which are prevalent and approved including those arising out of earlier settlements involving predecessor companies will continue to remain in force unless specifically changed in this settlement.

35.2 The Management and the workmen agree that this Settlement is in full and final settlement of the dispute excluding that of the demand pertaining to the temporary workmen which is the subject matter of reference IT/38/95. Those demands not specifically mentioned in this settlement excluding that of temporary workmen are deemed to have been settled as withdrawn. The Management and the workmen agree to jointly approach the Industrial Tribunal of Goa and pray for an award for disposing of the pending reference IT/38/95 excluding that of temporary workmen in view of this settlement in so far as the employees of this Company are concerned.

35.3 It is agreed that during the operative period of this settlement, the Union or the workmen will not raise or pursue any demand of whatever nature involving any direct or indirect additional financial burden on the Company.

35.4 It is agreed between the parties that the Management will deduct 2.5% of the amount payable as arrears to each beneficiary and remit the same to the union. Arrears will be computed as per Clause 33.

35.5 In case of any error, doubt, clarification with regard to the provisions of this settlement, both parties will mutually sit together to resolve the same.

35.6 The Union and the workmen appreciate that in order to improve the competitive status of products and profitability it is necessary for the company to utilise its resources effectively. For this purpose the Union and the employees agree to co-operate with the Management to achieve improved efficiency, productivity and continual updating of technology.

35.7 The Union and employees agree to give full co-operation to the Management in the maintenance of discipline, reduction of absenteeism and adhering to good manufacturing practices and safety regulations.

35.8 Save as modified, altered or substituted, all other existing service conditions, privileges and benefits shall continue to be in full force and effect.

35.9 It is agreed between the parties that all other sub clauses of Clause 28 of the settlement dated 6.12.1989 which are not specifically mentioned hereinabove shall continue to remain operational during the period of this settlement.

35.10 Both parties agree to register this settlement with the office of the Commissioner, Labour as per the provisions of the Industrial Disputes Act, 1947.

### ANNEXURE I

#### REVISED SCALES OF PAY WITH CLASSIFICATION EFFECTIVE 1.1.93 FOR PERIODS A AND B SUBORDINATE AND OPERATIVE STAFF GRADES

GRADE	BASIC WAGE SCALE
P-I	273-15-378-20-538-25-788 Office Boy, Attendant (Heavy Manual Labour), Watchman, Canteen Hand
P-II	281-20-421-25-621-30-921. Office Boy I, Attendant I (Heavy Manual Labour), Packer, Assistant Fitter, Assistant Electrician, Assistant Instrument Technician, Assistant Plant Technician, Civil Assistant, Project Assistant, Safety Assistant, Lab Assistant, Vehicle/Crane/ Forklift/Tractor Driver, Sr. Watchman, Assistant Ecology Technician, Canteen Assistant, Assistant Cook.

P-III 337-25-512-30-752-35-1103.

Office Boy II, Attendant II, Fitter, Electrician, Instrument Technician, Plant Technician, Civil Assistant 1, Project Assistant I, Safety Assistant 1, Lab Assistant 1, Sr. Vehicle/Crane/Forklift/Tractor Driver, Senior Watchman I, Assistant Ecology Technician I, Rigger, Junior fire Operator, Painter, Tailor, Plumber, Mason, Carpenter, Senior Packer, Junior Lager, Cook.

P-IV 375-30-585-35-865-40-1265

Senior Fire Operator, Welder, Boiler Attendant, Machinist, Telephone Mechanic, Fitter I, Instrument Technician I, Electrician I, Plant Technician I, Mechanic-cum-Driver, Lager Engine Operator cum Fitter, Senior Painter, Senior Mason, Senior Carpenter, Senior Plumber, Senior Rigger, Senior Tailor, Senior Packer I, Senior Vehicle/Crane/Forklift/Tractor Driver I, Head Watchman, Project Asst. II, Safety Asst. II, Lab Assistant II.

P-V 415-35-660-40-980-45-1430

Sr. Boiler Attendant, Sr. Fitter, Sr. Instrument Technician, Sr. Machinist, Lead Burner cum Fitter, Sr. Electrician, Sr. Fire Operator I, Sr. Plant Technician, Sr. Engine operator-cum-fitter, Sr. Mechanic-cum-driver, Civil Technician, Sr. Welder, Sr. Telephone Mechanic, Sr. Lager, Senior Painter I, Senior Mason 1, Senior Carpenter I, Senior Plumber I, Senior Rigger I, Senior Tailor I.

P-VI 440-40-720-45-1080-50-1580

Senior Boiler Attendant, Senior Fitter, Senior Instrument Technician, Senior Machinist, Sr. Lead Burner cum Fitter, Senior Electrician, Senior Fire Operator I, Senior Plant Technician, Senior Engine Operator cum Fitter, Senior Mechanic cum Driver, Civil Technician, Sr. Welder I.

Note In event of promotion beyond 01.01.2000, the following designations will be upgraded as shown below:

1. Assistant Fitter, Assistant Electrician, Assistant Instrument Technician, and Assistant Plant Technicians will move from Grade P II to Grade P IV.
2. Fitter, Electrician, Instrument Technician, and Plant Technicians will move from Grade P III to Grade PV.

#### CLERICAL GRADES:

GRADE	BASIC WAGE SCALE
D-I 315-25-490-30-730-35-1080	Clerk, Typist, Clerk cum Typist, Asst. Male Nurse
D-II 375-30-585-35-865-40-1265	Intermediate Clerk, Sr. Typist, Clerk cum typist I, Stenographer, Male Nurse, Telephone Operator Cum Receptionist.

D-III 415-35-660-40-980-45-1430

Sr. Telephone Operator cum Receptionist, Sr. Stenographer, Sr. Clerk, Sr. Male Nurse. Secretary Cum Stenographer.

D-IV 440-40-720-45-1080-50-1580

Senior Stenographer, Senior Clerk, Senior Male Nurse, Secretary cum Stenographer.

#### TECHNICAL GRADES:

U-I 375-30-585-35-865-40-1265

Process Technician, Asst Chemist, Draughtsman, Asst Analyst, Ecology Technician, Canteen Supervisor.

U-II 415-35-660-40-980-45-1430

Sr. Process Technician, Chemist I, Sr. Draughtsman, Analyst I, Sr. Ecology Technician, Packing Lines In-charge, Sr Canteen Supervisor.

U-III 425-40-705-45-1065-50-1565

Process Chemist, Chemist II, Sr. Draughtsman I, Analyst II, Sr. Ecology Technician I, Sr. Packing Line In-charge, Sr. Canteen Supervisor I.

U-IV 445-45-760-50-1160-55-1710

Sr. Process Chemist, Analyst III, Chemist III, Senior Ecology Technician II, Storekeeper, Estate Supervisor, Safety & Fire Instructor

U-V 505-50-855-55-1295-60-1895

Design Draughtsman, Senior Analyst, Senior Chemist, Sr. Storekeeper, Sr. Estate Supervisor, Sr. Fire and Safety Instructor.

#### ANNEXURE 2

#### REVISED SCALES OF PAY WITH CLASSIFICATION EFFECTIVE 1. 1.2000 FOR PERIOD C

GRADE	BASIC WAGE SCALE
G0 1800-25-1975-30-2215-35-4210	General Hand
G1 2050-40-2330-45-2690-50-5540	Office Boy, Attendant (Heavy Manual Labour), Watchman, Canteen Hand.
G2 2300-50-2650-60-3130-70-7120	Office Boy I, Attendant I (Heavy Manual Labour), Packer, Assistant Fitter, Assistant Electrician, Assistant Instrument Technician, Assistant Plant Technician, Civil Assistant, Project Assistant, Safety Assistant, Lab Assistant, Vehicle/Crane/ Forklift/Tractor Driver, Sr. Watchman, Assistant Ecology Technician, Canteen Assistant, Assistant Cook.

G3 2400-60-2820-70-3380-80-7940  
 Office Boy II, Attendant II, Fitter, Electrician, Instrument Technician, Plant Technician, Civil Assistant I, Project Assistant I, Safety Assistant I, Lab Assistant I, Sr Vehicle/Crane/Forklift/Tractor Driver, Senior Watchman I, Assistant Ecology Technician I, Rigger, Junior Fire Operator, Painter, Tailor, Plumber, Mason, Carpenter, Senior Packer, Junior Lager, Cook, Clerk, Clerk cum Typist, Typist, Asst. Male Nurse.

G4 2575-75-3100-90-3820-105-9805  
 Senior Fire Operator, Welder, Boiler Attendant, Machinist, Telephone Mechanic, Fitter I, Instrument Technician I, Electrician I, Plant Technician I, Mechanic -cum-Driver, Lager, Engine Operator cum Fitter, Senior Painter, Senior Mason, Senior Carpenter, Senior Plumber, Senior Rigger, Senior Tailor, Senior Packer I, Senior Vehicle/Crane/Forklift/Tractor Driver I, Welder, Head Watchman, Project Asst. II, Safety Asst. II, Lab Assistant II, Intermediate Clerk, Clerk cum Typist I, Sr. Typist, Stenographer Male Nurse, Telephone Operator Cum Receptionist, Process Technician, Asst Chemist, Draughtsman, Asst Analyst, Ecology Technician, Canteen Supervisor.

G5 2700-90-3330-105-4170-120-11010  
 Sr. Boiler Attendant, Sr. Fitter, Sr. Instrument Technician, Sr. Machinist, Lead Burner cum Fitter, Sr. Electrician, Sr. Fire Operator I, Sr. Plant Technician, Sr. Engine operator-cum-fitter, Sr. Mechanic- cum- driver, Civil Technician, Sr. Welder, Sr. Telephone Mechanic, Sr. Lager, Senior Painter I, Senior Mason I, Senior Carpenter I, Senior Plumber I, Senior Rigger I, Senior Tailor I, Sr. Telephone Operator cum Receptionist, Sr. Stenographer, Sr. Clerk, Sr. Male Nurse, Secretary Cum Stenographer, Sr. Typist I, Sr. Process Technician, Chemist I, Sr. Draughtsman, Analyst I, Sr. Ecology Technician, Sr. Packing Lines In-charge, Sr. Canteen Supervisor.

G6 2800-105-3535-120-4495-135-12190  
 Senior Boiler Attendant, Senior Fitter, Senior Instrument Technician, Senior Machinist, Sr. Lead Burner cum Fitter, Senior Electrician, Senior Fire Operator I, Senior Plant Technician, Senior Engine Operator cum Fitter I, Senior Mechanic cum Driver, Civil Technician, Senior Stenographer, Senior Clerk, Senior Male Nurse, Secretary cum Stenographer, Process Chemist, Chemist II, Sr. Draughtsman I, Analyst II, Sr. Ecology Technician I, Sr. Packing Line In-charge I, Sr. Canteen Supervisor I, Sr. Welder I.

G7 2950-120-3790-135-4870-150-13420.  
 Sr. Process Chemist, Analyst III, Chemist III, Senior Ecology Technician II, Storekeeper, Estate Supervisor, Safety & Fire Instructor.

G8 3100-135-4045-150-5245-165-14650  
 Design Draughtsman, Sr. Storekeeper, Sr. Estate Supervisor, Sr. Fire and Safety Instructor.

Selection grades for specified designations will be as under:

Selection Grade	Job Designation
G6	Senior Boiler Attendant, Senior Fitter, Senior Instrument Technician, Senior Machinist, Sr. Lead Burner cum Fitter, Senior Electrician, Senior Fire Operator I, Senior Plant Technician, Senior Engine Operator cum Fitter, Senior Machanic cum Driver, Civil Technician, Senior Stenographer, Senior Clerk, Senior Male Nurse, Secretary cum Stenographer, Sr. Welder I.
G7	Sr. Process Chemist, Sr. Chemist, Sr. Analyst, Sr. Ecology Technician II

Note:- In the event of up-gradation beyond 02/01/2000, the employees in the following designations will be upgraded as shown below.

1. Assistant Fitter, Assistant Electrician, Assistant Instrument Technician, and Assistant Plant Technician will move from Grade G II to Grade G IV.
2. Fitter, Electrician, Instrument Technician, and Plant Technician will move from Grade G III to Grade G V.

### ANNEXURE 3

#### TERMS AND CONDITIONS GOVERNING GRANT OF VEHICLE AND WHITE GOODS LOAN

1. Vehicle and White Goods Loan will be granted subject to the following conditions:
  - a) The workman must complete a minimum of three years' permanent service as on the date of application to be eligible for the loan.
  - b) Preference will be given to those employees who have become eligible as per clause (a) above, but who have not yet availed of the loan facility.
  - c) A workman will have to produce relevant documents relating to the purchase of the Vehicle or White Goods items prior to or within 10 days of the purchase thereof and the Management will have right to inspect the items if considered necessary. The workman will also undertake not to transfer such items to anyone until complete; repayment of the loan and the interest thereon.
  - d) A workman purchasing a Vehicle will take out and always keep alive a comprehensive insurance cover till he completes repayment of the loan and the interest thereon.

e) The loan will be repaid in 40 equal instalments and will carry simple interest at the rate of 4% per annum on the outstanding balance.

f) The workman can avail either a Vehicle Loan or a White Goods Loan at a time and not both concurrently.

g) A workman will be eligible for a repeat loan for Vehicle or White Goods Loan after repayment of the previous loan and interest thereon in full.

h) The Company will always have a lien on the Vehicle or White Goods item purchased under the scheme by any workman till repayment of the loan and the interest thereon.

i) Other things being equal loans will be advanced to workmen on Seniority basis subject to clause b.

#### ANNEXURE 4

##### TERMS AND CONDITIONS GOVERNING GRANT OF HOUSING LOANS:

1. In order to be eligible for the housing loan, a workman should have completed not less than five years of service on the date of application.
2. The subsidy of interest on loan will be for a maximum amount of loan of Rs.3,00,000/- only and the same can be procured from any recognised financial institution or Bank.
3. As required by the financial institution, an employee desirous of availing of housing loan will be required to produce relevant documents in support of the purchase transaction and to furnish necessary security by way of mortgage of the title deeds of the house/Flat.
4. The loan will be repayable in 150 monthly instalments and the Company will reimburse the employee with the monthly salary/wages an amount of simple interest at a rate not exceeding 11%. However initial 4% interest shall have to be borne by the Employee.
5. In order to avail of the reimbursement of interest, the employee will furnish to the Company a letter from the financial institution as proof of the fact that he has been sanctioned a housing loan.
6. An employee will be eligible to avail of Housing loan facility only once during the tenure of his service.
7. The Company will not be liable to pay the interest subsidy in the event of separation of employee due to any reason whatsoever.
8. In the event of an employee ceasing to be in the employment of the Company before the loan is fully repaid, he shall be governed by the rules, terms and conditions of the agreement made by him with the said financial institution.

#### ANNEXURE 5

##### Ex Gratia Payment

Sr. No.	T. No.	Name	Amount
1	2	3	4
1.	116	P. J. Kamat	Rs. 87500/-
2.	146	G.K. Beladar	Rs. 88750/-
3.	156	M.B. Fadke	Rs. 85250/-
4.	158	D.D. Kamat	Rs. 84500/-
5.	170	S. S. Shirodkar	Rs. 70250/-
6.	173	Ramdas V. Naik	Rs. 70250/-
7.	174	Shrikant P. Parrikar	Rs. 70250/-
8.	175	D. A. Chodankar	Rs. 70250/-
9.	176	S. M. Mahambrey	Rs. 70250/-
10.	179	Sanjay N. Bale	Rs. 70250/-
11.	186	Avinash B. Belekhar	Rs. 70250/-
12.	187	Surraj M. Naik	Rs. 70250/-
13.	188	Leslie Dias	Rs. 70250/-
14.	210	R. P. Fernandes	Rs. 90250/-
15.	221	P. T. Salgaonkar	Rs. 87500/-
16.	241	Govind Naik	Rs. 71750/-
17.	244	Gregory Pinto	Rs. 78750/-
18.	246	Inacio Rebelo	Rs. 75250/-
19.	284	D. Fernandes	Rs. 78750/-
20.	312	B. A. Naik	Rs. 71750/-
21.	314	Agnelo Braganza	Rs. 70250/-
22.	316	S. R. Parab	Rs. 71750/-
23.	324	R. M. Desai	Rs. 77000/-
24.	333	Tatu Madkaikar	Rs. 71750/-
25.	346	D. R. Borkar	Rs. 75250/-
26.	353	M. S. Patil	Rs. 86000/-
27.	358	A.U. Fernandes	Rs. 71750/-
28.	367	Minguel Araujo	Rs. 77000/-
29.	386	V. G. Aroskar	Rs. 89750/-
30.	414	Peter Pereira	Rs. 70250/-
31.	423	Shankar K. Gaudio	Rs. 78750/-
32.	425	Jose Vaz	Rs. 70250/-
33.	430	R. A. Shukla	Rs. 92250/-
34.	433	Dayanand N. Naik	Rs. 77000/-
35.	441	S. M. Pednekar	Rs. 73500/-
36.	443	A. L. Castellino	Rs. 71750/-
37.	458	R. R. Dhumatkar	Rs. 77000/-
38.	460	R. K. Dangui	Rs. 78750/-
39.	461	Socorro Fernanades	Rs. 71750/-
40.	468	S. V. Naik	Rs. 77000/-
41.	472	S. V. Kanekar	Rs. 78750/-
42.	473	A. A. Naik	Rs. 77000/-
43.	474	N. V. Sakhardande	Rs. 77000/-
44.	477	P. Mendes	Rs. 70250/-
45.	481	M. X. Tiurekar	Rs. 73500/-
46.	482	S. H. Naik	Rs. 71750/-
47.	492	M. A. Estibeiro	Rs. 70250/-
48.	497	Y. D. Ghatkar	Rs. 88750/-
49.	500	Yeshwant Halornikar	Rs. 86750/-
50.	522	P. J. Sawant	Rs. 70250/-
51.	533	Y. T. Swant	Rs. 70250/-
52.	540	M. S. Kharbe	Rs. 71750/-
53.	554	P. Y. Naik	Rs. 71750/-
54.	562	J. M. A. Lobo	Rs. 71750/-
55.	574	S. N. Pokle	Rs. 68750/-

1	2	3	4	1	2	3	4
56.	587	B. S. Amati	Rs. 92250/-	115.	836	R. A. Volvoikar	Rs. 65000/-
57.	588	Roque Rodriques	Rs. 68750/-	116.	839	N. G. Fadte	Rs. 65000/-
58.	598	K. K. Talkar	Rs. 86000/-	117.	840	Savlo K. Naik	Rs. 65000/-
59.	602	V. A. Bhobe	Rs. 71750/-	118.	841	A. L. Kundaikar	Rs. 73500/-
60.	609	C. M. Nazare	Rs. 85250/-	119.	844	A. B. Phadke	Rs. 65000/-
61.	610	A. R. Sawant	Rs. 85250/-	120.	847	U. G. Naik	Rs. 62750/-
62.	611	G. A. Kubal	Rs. 68750/-	121.	849	S. V. Madkaikar	Rs. 71750/-
63.	622	M. S. Naik	Rs. 86000/-	122.	853	Rama K. Parab	Rs. 71750/-
64.	624	T. M. Narvekar	Rs. 80500/-	123.	855	V. S. Kandolkar	Rs. 63750/-
65.	625	V. S. Naik	Rs. 88250/-	124.	856	C. R. Kessarkar	Rs. 62750/-
66.	627	A. H. Potnis	Rs. 87500/-	125.	858	R. M. Barude Patil	Rs. 67500/-
67.	646	V. T. Tari	Rs. 70250/-	126.	861	G. A. Gawande	Rs. 61750/-
68.	649	G. K. Narvekar	Rs. 80500/-	127.	862	J. B. Goonker	Rs. 63750/-
69.	662	M. V. Talaulikar	Rs. 86000/-	128.	864	Uday B. Naik	Rs. 70250/-
70.	663	Pramod N. Kamat	Rs. 86000/-	129.	866	R. R. Charya	Rs. 63750/-
71.	675	M. A. Volvoikar	Rs. 70250/-	130.	869	Santosh M. Pai	Rs. 70250/-
72.	676	S. T. Shetkar	Rs. 75250/-	131.	870	S. D. Sawant	Rs. 70250/-
73.	685	T. K. Gurav	Rs. 70250/-	132.	871	S. L. Madkaikar	Rs. 70250/-
74.	688	A. B. Dhepe	Rs. 70250/-	133.	872	S. S. P. Asgaonkar	Rs. 70250/-
75.	689	A. R. Salgaonkar	Rs. 75250/-	134.	873	Anand K. Kamat	Rs. 70250/-
76.	693	D. A. Shetkar	Rs. 67500/-	135.	874	U. V. Bhandari	Rs. 70250/-
77.	695	K. B. Gawade	Rs. 70250/-	136.	875	G. R. Phadte	Rs. 70250/-
78.	696	Agnelo D'Silva	Rs. 67500/-	137.	876	Uday P. Desai	Rs. 70250/-
79.	697	G. T. Madkaikar	Rs. 70250/-	138.	878	Dinesh S. Mardolkar	Rs. 70250/-
80.	699	A. V. Satardekar	Rs. 70250/-	139.	881	Shashikant K. Naik	Rs. 63750/-
81.	702	B. A. Daniel	Rs. 84500/-	140.	885	S. S. Vernekar	Rs. 61750/-
82.	704	T. K. Sawant	Rs. 84500/-	141.	888	P. R. Dhulapkar	Rs. 61750/-
83.	707	K. S. Shirodkar	Rs. 84500/-	142.	889	L. N. Falkar	Rs. 61750/-
84.	710	S. P. Chari	Rs. 78750/-	143.	890	P. N. Fadte	Rs. 61750/-
85.	713	V. S. Govenkar	Rs. 82000/-	144.	892	P. G. Naik	Rs. 61750/-
86.	716	S. V. Chimbolkar	Rs. 84500/-	145.	898	E. U. Kerkar	Rs. 61750/-
87.	717	M. G. Sawant	Rs. 83500/-	146.	906	Sanjay V. Hardikar	Rs. 70250/-
88.	730	D. A. Karmalkar	Rs. 70250/-	147.	918	T. M. Sebastian	Rs. 71750/-
89.	731	V. B. Thakur	Rs. 85250/-	148.	919	G. D. Palshikar	Rs. 66250/-
90.	734	N. M. Porob	Rs. 82000/-	149.	922	A. S. Mangaonkar	Rs. 70250/-
91.	736	R. F. Rodrigues	Rs. 80500/-	150.	923	H. L. Shetye	Rs. 70250/-
92.	737	D. J. Alvares	Rs. 77000/-	151.	925	V. B. Shetgaonkar	Rs. 70250/-
93.	739	Salvador Dias	Rs. 78750/-	152.	926	Joseph Monteiro	Rs. 70250/-
94.	740	S. S. Dhume	Rs. 70250/-	153.	927	P. P. Hadfadkar	Rs. 70250/-
95.	749	S. D. Toraskar	Rs. 82000/-	154.	930	Uday L. Rane	Rs. 56500/-
96.	752	P. L. Tambat	Rs. 82000/-	155.	931	A. D. Fernandes	Rs. 56500/-
97.	760	U. A. Naik	Rs. 67500/-	156.	933	Savio Boadita	Rs. 56500/-
98.	763	A. X. Soares	Rs. 80500/-	157.	938	M. C. Pednekar	Rs. 63750/-
99.	764	P. B. Kumbhar	Rs. 66250/-	158.	940	N. B. Gaonkar	Rs. 63750/-
100.	771	V. R. Gore	Rs. 82000/-	159.	941	U. D. Lotlikar	Rs. 63750/-
101.	789	G. P. Amonkar	Rs. 77000/-	160.	944	M. S. Phansekar	Rs. 63750/-
102.	791	A. P. X. de Souza	Rs. 67500/-	161.	953	N. P. Parab	Rs. 61750/-
103.	793	R. D. Vengurlekar	Rs. 67500/-	162.	957	P. P. Halornekar	Rs. 61750/-
104.	795	V. V. P. Padgaonkar	Rs. 67500/-	163.	959	V. D. Vernecar	Rs. 63750/-
105.	800	Y. V. Bhosale	Rs. 70250/-	164.	960	Ramdas V. Naik	Rs. 61750/-
106.	801	R. K. Tari	Rs. 73500/-	165.	964	Madhu Gauns	Rs. 61750/-
107.	802	N. S. Karmarkar	Rs. 68750/-	166.	965	Sapura S. Shet	Rs. 61750/-
108.	811	Martinho Vaz	Rs. 80500/-	167.	966	N. B. Sawant	Rs. 61750/-
109.	822	J. V. Kadam	Rs. 75250/-	168.	970	Vassudev A. Bhobe	Rs. 63750/-
110.	823	N. V. Gawaskar	Rs. 66250/-	169.	999	Cruz D'Souza	Rs. 56500/-
111.	825	S. N. Patil	Rs. 66250/-	170.	943	Mohan N. Naik	Rs. 63750/-
112.	827	R. K. Gurav	Rs. 71750/-	171.	798	M. D. Dicholkar	Rs. 83500/-
113.	828	V. C. Sawant	Rs. 70250/-	172.	592	V. G. Phadte	Rs. 71750/-
114.	829	R. B. Desai	Rs. 71750/-	173.	245	S. R. Pednekar	Rs. 71500/-

ANNEXURE 6

Dear Sir,

From:

Employee Name:

Employee No.:

Date:

To:

The General Works Manager,  
Novartis India Limited,  
Santa Monica Works,  
Corlim-Ilhas-Goa.

Dear Sir,

**Sub.: Settlement dated 26-9-2000 between  
Novartis India Limited and workmen  
represented by Kamgarancho Ekvott.**

I have read and understood the contents of the above settlement on charter of demands arrived at between the management of Novartis India Limited, Santa Monica Works, Corlim-Ilhas, Goa and their Workmen represented by Kamgarancho Ekvott, a union.

I have read and understood the contents of the settlement dated 26-9-2000 on charter of demands arrived at between the Management of Novartis India Limited, Santa Monica Works, Corlim-Ilhas, Goa and Kamgarancho Ekvott.

I hereby accept the terms and conditions of the above settlement as a package deal and in full and final settlement of all the demands including those pending before the Industrial Tribunal, Panaji in Ref No. IT/38/95 except the demand relating to the temporary workmen.

Kindly extend the benefits of the above Settlement, which I declare is binding on me.

Thanking you,

Yours faithfully,

Employee No.:

Witnessed by:

1. Name

Signature

ANNEXURE 7

From:

Employee Name:

Address:

Date:

To:

The General Works Manager,  
Novartis India Limited,  
Santa Monica Works,  
Corlim-Ilhas-Goa.

**Sub.: Settlement dated 26-9-2000 between  
Novartis India Limited and workmen  
represented by Kamgarancho Ekvott.**

I have taken Voluntary Retirement as per scheme announced by Hindustan Ciba-Geigy now known as Novartis India Limited, during the year 1996-1997.

I have read and understood the contents of the above settlement on charter of demands arrived at between the management of Novartis India Limited, Santa Monica Works, Corlim-Ilhas, Goa and their workmen represented by Kamgarancho Ekvott Union.

I hereby unconditionally accept the terms and conditions of the above settlement as a package deal and in full and final settlement of all the demands including those pending before the Industrial Tribunal, Panaji in Re. No. IT/38/95.

Kindly extend to me the benefits of the above Settlement, which I declare is binding on me.

Yours faithfully,

Employee No.:

Witnessed by:

1. Name

Signature

ANNEXURE 8

From:

Employee Name:

Address:

Date:

To:

The General Works Manager,  
Novartis India Limited,  
Santa Monica Works,  
Corlim-Ilhas-Goa.

Dear Sir,

**Sub.: Settlement dated 26-9-2000 between  
Novartis India Limited and workmen  
represented by Kamgarancho Ekvott.**

I have been promoted to Officer cadre in the Management of Novartis India Limited during the period January, 1993 to April, 2000.

I have read and understood the contents of the above settlement on charter of demands arrived at between the management of Novartis India Limited, Santa Monica Works, Corlim-Ilhas, Goa and their workmen represented by Kamgarancho Ekvott Union.

I hereby unconditionally accept the terms and conditions of the above settlement as a package deal and in full and final settlement of all the demands



including those pending before the Industrial Tribunal, Panaji in Ref. No. IT/38/95.

Kindly extend to me the benefits of the above settlement, which I declare is binding on me.

Thanking you,

Yours faithfully,

Employee No.:

Witnessed by:

1. Name

Signature

7. As per the Consent Order of the Hon'ble High Court dated 28-9-2004 the Hon'ble High Court directed this Tribunal to pass the award in terms of the settlement dated 30th August, 2000 signed between Kamgarancho Ekvott and M/s. Ciba Speciality Chemicals Ltd. In the said order the Hon'ble High Court stated that Mr. Dilip Fadte who is the member of Kamgar Sabha and who has not accepted the arrears under the settlement dated 30th August, 2000 shall give an undertaking subject to the deletion of the words, "I am a member of the Kamgarancho Ekvott" and upon giving the undertaking the provisions of the settlement dated 30th August, 2000 shall be extended to him. The Hon'ble High Court stated that Mr. Dilip Fadte shall give an undertaking as follows:

"I have read and understood the contents of the settlement dated 30-8-2000 on charter of demands arrived at between the management of M/s. Ciba Speciality Chemicals India Ltd., Corlim, Ilhas-Goa, and Kamgarancho Ekvott.

I hererby accept the terms and conditions of the above settlement as a package deal and in full and final settlement of all the demands including those pending before the Industrial Tribunal, Panaji, in Ref. No. IT/38/95.

Kindly extend the benefits of the above settlement which I declare is binding on him"

In view of the above, the following Consent award is passed in terms of the settlement dated 30-8-2000 as signed between Kamgarancho Ekvott and M/s. Ciba Speciality Chemicals India Ltd.

#### ORDER

#### 1. Applicability

Except where specified otherwise, the terms of this settlement will apply to confirmed workmen of the Company employed at its Santa Monica Works, Corlim-Ilhas-Goa as on 01-01-1993 and/or those who have joined at a later date and continue in services of the Company as on the date of signing and accepting this settlement. The terms of this settlement will also be made applicable for

settlement of dues of employees who have separated due to death during the period 1-1-1993 and the date of signing of this settlement.

#### 2. Period of Settlement

This settlement will come into force from the date of its execution and will remain in operation for a period from 01-01-1993 to 31-12-2002.

For the sake of convenience, the above period is broken up into three sub-periods defined as under:-

Period A: 3 years from 01-01-1993 to 31-12-1995.

Period B: 4 years from 01-01-1996 to 31-12-1999.

Period C: 3 years from 01-01-2000 to 31-12-2002.

The provisions of this settlement will be effective for sub-periods as specified in each case. Unless thus or otherwise specified, the provisions of this settlement will be effective for the entire period from 01-01-1993 to 31-12-2002. On expiry of the above settlement period on 31-12-2002, the settlement will continue to remain in force and binding on both parties unless and until it is terminated in accordance with Section 19 of the Industrial Disputes Act, 1947 and replaced by another settlement.

#### 3. Grades and Wage Scales

3.1 With effect from 01-01-1993, the old grades existing under three different categories will be compressed into a single structure of grades as under:

Old Grade	New Grade
O-I	G1
O-II	G2
O-III, C-I	G3
O-IV, C-II, T-I	G4
O-V, C-III, T-II	G5
O-VI, C-IV, T-III	G6
T-IV	G7
T-V	G8

3.2 Grades and wage scales will be as per Annexure I attached hereto.

3.3 A workman who has reached the last stage of any scale during any sub-period of the settlement will continue to draw an annual increment at the rate of his last drawn increment.

#### 4. Classification of Jobs

Effective 01-01-1993 Jobs will be classified as shown in Annexure 2.

#### 5. Basic Salary

As on 01-01-1993, the basic salary of each workman will include by way of consolidation.

1. His fixed dearness allowance as on 31-12-1992.



2. Variable dearness allowance as on 31-12-1992 amounting to Rs. 1400/- corresponding to 700 points of the All India Consumer Price Index (1960=100).

The revised basic wage at the start of each sub-period of the settlement will be computed as explained in each case as under:

#### Period A:

As on 01-01-1993, the workman will be placed one grade higher than the one in which he was placed as on 31-12-1992. His basic wage will be fitted in the new scale of the higher grade as given in Annexure I at the stage in which he was placed in his earlier scale as on 31-12-1992.

In respect of any workman who has joined after 31-12-1992 and before the date of signing of this settlement, the above fitment in the higher grade will be made on the basis of the position as on his joining date instead of 31-12-1992. The said fitment shall not be considered as upgradation/promotion.

#### Illustration

1. A workman as on 31-12-1992 is in grade O-II on a basic wage of Rs. 471 which is at stage 10 of the scale 281-20-421-25-621-30-921. As on 01-01-1993 he will be placed one grade higher i.e. in grade G3 (corresponding to old O-III) at the stage 10 of the scale 2400-30-2610-35-2890-40-3290 i.e. on a basic wage of Rs. 2680.

A workman as on 31-12-1992 is in grade T-I on a basic wage of Rs. 435 which is at stage 3 of the scale 375-30-585-35-865-40-1265. As on 01-01-1993 he will be placed one grade higher i.e. in grade G5 (corresponding to old T-II) at the stage 3 of the scale 2700-45-3015-55-3455-65-4105 i.e. on a basic wage of Rs. 2790.

#### Period B

As on 01-01-1996, the basic wage of the workman will be computed as under:

Basic salary as on 31-12-1995

- Add: 1. 15 per cent of above.  
2. Personal pay as on 31-12-1995.

If the resultant figure of basic is not in the slab, the workman will be fitted into the next step in the same grade.

#### Period C

As on 01-01-2000, the basic wage of the workman will be computed as under:

Basic salary as on 31-12-1999

- Add: 1. 14 per cent of above.  
2. Personal pay as on 31-12-1999.

If the resultant figure of basic is not in the slab, the workman will be fitted into the next step in the same grade:-

#### 6. Personal Pay

With effect from 01-01-1993 Personal pay will be introduced as an element of salary. Personal pay will be treated as an equivalent of basic salary for the purpose of computation of all allowances or benefits related to basic salary including dearness allowance, house rent allowance, conveyance allowance, shift allowance, overtime, bonus, provident fund & gratuity.

The personal pay to be added for each sub-period is fixed as under. In respect of each sub-period, the personal pay will apply only to those workmen who are on the Company's rolls as permanent workmen on the starting date of the sub-period (e.g. personal pay for Period 'A' will apply to permanent workmen on the Company's rolls as on 01-01-1993). The personal pay for each sub-period is given in addition to (and not in place of) that for the previous sub-period.

Grade	Period A	Period B	Period C
	Rs. P M	Rs. P M	Rs. P M
G1	275	500	50
G2	275	500	50
G3	275	550	100
G4	300	600	150
G5	300	650	200
G6	300	700	250
G7	300	700	250
G8	300	700	250

#### 7. Dearness Allowance

##### 7.1 Fixed Dearness Allowance

With effect from 01-01-1993, a new Fixed Dearness Allowance will be paid which includes the freezing of 200 points above 800 points of the All India Consumer Price Index (AICPI) (1960=100). The period wise payment per month according to slabs of basic salary will be as follows:-

##### Period A

Basic salary (Rs.)	FDA (Rs.)
Upto 2400	450
2401- 3000	500
3001- 3500	550
above 3500	600

##### Period B

Basic salary (Rs.)	FDA (Rs.)
Upto 2800	500
2801 to 3400	550
3401 to 4000	600
4001 to 4600	650
4601 to 5200	700
above 5200	750

**Period C**

Basic salary (Rs.)	FDA (Rs.)
Upto 3000	550
3001 to 3800	600
1 to 4600	650
4601 to 5400	700
5401 to 6200	750
6201 to 7000	800
7001 to 7800	850
above 7801	900

**7.2 Variable Dearness Allowance**

7.2.1 It is mutually agreed between the parties that the existing ceiling of variable dearness allowance fixed at AICPI 1200 stands removed effective from 01-01-1993.

7.2.2 For each sub-period of the settlement, revised rates of variable dearness allowance per month will be applied to points of the AICPI (1960=100) above 1000 points with reference to the workman's basic salary (including Personal Pay) as under:-

Basic + PP (Rs.)	Period A (Rs.)	Period B (Rs.)	Period C (Rs.)
1	2	3	4
Upto 2200	2.05	2.05	2.05
2201 - 2500	2.10	2.10	2.10
2501 - 2800	2.15	2.15	2.15
2801 - 3200	2.20	2.20	2.20
3201 - 3500	2.25	2.25	2.25
3501 - 3800	2.30	2.30	2.30
3801 - 4200	2.35	2.35	2.35
4201 - 4500	2.40	2.40	2.40
4501 - 4800	2.40	2.45	2.45
4801 - 5500	2.40	2.50	2.55
5501 - 6500	2.40	2.50	2.55
6501 and above	2.40	2.50	2.60

**8. Leave Travel Assistance (LTA)**

With effect from 01-01-1993, the existing leave travel assistance per calendar year of Rs. 3200 will be revised to one month's (i.e. January of the respective year) basic salary plus dearness allowance plus personal pay. The existing terms and conditions regulating the grant of leave travel assistance are amended to the effect that the minimum number of days on which a workman is required to proceed on privilege leave in order to claim LTA is reduced to 5.

**9. House Rent Allowance**

Effective 01-01-1993, house rent allowance payable per month will be at the rate of 25 per cent of the basic salary plus personal pay plus dearness allowance for the month of January, of that particular year.

**10. Education Allowance**

Education allowance payable per month to workmen in all grades will be as follow:

Period A: Rs. 100/-

Period B: Rs. 200/-

Period C: Rs. 200/-

**11. Special Allowance**

Effective 01-01-1996 upto 31-12-1999 a special allowance of Rs. 327/- per month will be paid to all workmen to meet expenses of continuing education and development. The said allowance stands withdrawn effective 01-01-2000.

**12. Conveyance Allowance**

Conveyance allowance to reimburse expenses on conveyance will be paid to workmen per month at the rates given below:

Period A: 5% of (Basic plus PP plus DA)

Period B: 5% of (Basic plus PP plus DA) plus Rs. 400/-

Period C: 5% of (Basic plus PP plus DA) plus Rs. 204/-.

Basic, PP and DA based on which the above computations will be made will be those of January of each year.

**13. Shift Allowance**

13.1 Effective 01-01-1993, permanent workmen working on the second/third shifts will be paid shift allowance at the following rates on the basis of the actual shift attendance:-

Second Shift: 10% of (Basic plus PP plus DA)

Third Shift: 13% of (Basic plus PP plus DA)

13.2 Effective 01-01-2000 shift allowance will also be paid to workmen working in the second/third shift when they are called upon to work on overtime.

**14. Plant Allowance**

Effective 01-01-1993 it is agreed that plant allowance at the rate of Rs. 50/- per month will be paid to all workmen.

**15. Staggering Allowance**

Effective 01-01-1993 workmen who work on the basis of staggering weekly offs will be paid a staggering allowance at the following rates per workman per month:-

Period: A Rs. 50/-

Period: B Rs. 100/-

Period: C Rs. 100/-

**16. Domiciliary Medical Benefit**

16.1 Workmen who fall outside the purview of the Employees' State Insurance Act, 1948 will be

reimbursed domiciliary medical expenses to the extend of the annual limits given below:

Period: A Rs. 1776/-

Period: B Nil

Period: C Rs. 11500/-

16.2 It has been agreed that a workman will be permitted to carry over the unclaimed balance over to the next year provided the total balance standing to the credit of the workman does not exceed Rs. 25,000/- at any given period.

16.3 Payments towards medical expenses supported by bills/receipts will be treated as non-taxable to the extent permissible under the Income-tax Act, 1961. Payments not thus supported will be treated as taxable income.

#### 17. Allowances Excluded for other Computations

Except where statutorily provided otherwise, it is clarified that the following allowances benefits will not be taken into account for computation of dearness allowance, bonus, provident fund, gratuity or any other benefit/remuneration whatsoever:

- a. Leave Travel Assistance
- b. Special Allowance
- c. Conveyance Allowance
- d. Shift Allowance
- e. Plant Allowance
- f. Staggering Allowance
- g. Medical/hospitalisation Benefits
- h. House Rent Allowance
- i. Education Allowance

However the practice of including House Rent Allowance and Education Allowance for the purpose of encashing leave shall continue.

#### 18. Working Hours

It is agreed that working hours per week and all practices related thereto will remain unchanged.

#### 19. Leave and Holidays

The existing provisions in respect of leave and holidays will remain unchanged except for the following changes effective 01-01-2000:

- a. Accumulation of privilege leave will be allowed up to 180 days for workmen who have attained the age of 53 years.
- b. Accumulation of sick leave will be allowed up to 75 days.
- c. The entire balance of sick leave may be encashed by a workman at the time of his retirement.

#### 20. Death Benevolent Scheme

Effective from the date of signing of this settlement, in the event of death of any permanent employee while in the service of the Company, every employee will contribute an

amount equal to one day's basic salary plus dearness allowance plus personal pay and the Management will make an equal contribution. The total amount thus collected will be handed over to the legal heir of the deceased employee.

#### 21. Gratuity

All workmen covered by this settlement will be eligible for gratuity in accordance with the Payment of Gratuity Act, 1972 and the Ciba Speciality Chemicals (India) Limited Gratuity Fund Rules. It is clarified in this context that for computation of gratuity there shall be no ceiling on the salary (Basic + PP + DA) as well as on the number of months by which the annual rate is to be multiplied.

#### 22. Computation of Day's Salary

The daily salary will be computed by dividing the monthly salary:

- a) For the years 1993 to 2000, by 26 days.
- b) For the year 2001 by 24 days.
- c) For the year 2002 onwards, by 22 days.

The same formula will be used for computing shift allowance, overtime and leave encashment.

For the purpose of the above computation, salary means:

- \* Basic+PP+DA+HRA+EA for leave encashment.
- \* Basic+PP+DA' for shift allowance and overtime.

#### 23. Re-Designation

It is agreed that with immediate effect the designation 'Mazdoor' will be changed to 'Process Attendant' or 'Stores Attendant' as the case may be or to the corresponding higher designations of the job wherever applicable. It is however agreed and understood that despite the said designation the concerned workmen will continue to carry out their present duties.

#### 24. Festival Advance

With effect from 01-01-2000, the workmen covered by this settlement may avail of a festival advance of Rs. 5000/- once in a year which will be recovered in equal instalments without interest from salary for the next ten months.

#### 25. Vehicle and Consumer Durable Loan

25.1 From the date of signing of this settlement, the Management agrees to advance the following loans each year:-

Vehicle loans: Rs. 30000/- each to 11 workmen.

Consumer durable Loans: Rs. 30000/- each to 11 workman

- 25.2 The terms and conditions governing the grant of vehicle and consumer durable loans are given in *Annexure 3*.

## 26. Housing Loan

- 26.1 From the date of signing of this settlement, eligible workmen can avail of loans from recognised financial institutions such as housing finance companies and banks. It is agreed that starting from the year 2000, six workmen each year may avail of loans to the extent of Rs. 3 lakhs each. As a special case, the facility is made available to 12 workmen for the year 2000 and 8 workmen for the year 2001.
- 26.2 The Management will reimburse the concerned workmen interest to a maximum extent of 11 per cent simple interest.
- 26.3 The detailed terms and conditions governing the housing loan scheme are laid down in *Annexure 4*.

## 27. Hardship Money

It is agreed that an amount as individually shown in *Annexure 5* will be paid as hardship money to the respective workman in respect of the period of lockout. It is agreed that the payment of hardship money is a lumpsum payment and will not attract indirect benefits such as provident fund, etc. No wages will be paid for the period the concerned workmen were on strike.

## 28. Implementation/Arrears

- 28.1 It is agreed that the benefits arising out of this settlement will be extended to all eligible workmen who are members of the union and who have signed the declaration in the proforma annexed and Marked as "*Exhibit I*".
- 28.2 It is also mutually agreed that:
- a. The revised structure of wages/remuneration as a result of this settlement will be implemented from the month of September, 2000.
  - b. All arrears, if any, arising out of this settlement will be computed and paid within two months from the date of signing and accepting the settlement and after adjustment of interim relief and advances paid by the Management including those under orders of the High Court and the Industrial Tribunal.

## 29. Abbreviations

The abbreviations used in this document are defined hereunder:-

- Basic : Basic salary  
PP : Personal pay  
DA : Dearness allowance  
DA : FDA + VDA

- FDA : Fixed dearness allowance  
VDA : Variable dearness allowance  
HRA : House rent allowance  
EA : Education allowance  
AICPI : All India Consumer Price Index

## 30. General

- 30.1 All practices, service conditions and benefits which are prevalent and approved including those arising out of earlier settlements involving predecessor companies will continue to remain in force unless specifically changed in this settlement. Both parties agree to consolidate in the form of one book all applicable wages and service conditions in due course of time.
- 30.2 The Management and the workmen agree that this settlement is in full and final settlement of the charter of demands served on the Management by the workmen vide letters dated 11-05-1993, 07-06-1995 and 26-06-1995 and is also in full resolution of the dispute that arose between the Management and the workmen and was referred by the Government of Goa for adjudication to the Industrial Tribunal of Goa vide its orders dated 23-08-1995, 05-09-1995, 17-01-1996 and 01-03-1996 registered there under No. IT/38/95. Those demands not specifically mentioned in this settlement are deemed to have been settled as withdrawn. The Management and the workmen agree to jointly approach the Industrial Tribunal of Goa and to pray for an award for disposing of the pending reference IT/38/95 in view of this settlement in so far as the employees of this Company are concerned.
- 30.3 It is agreed that during the operative period of this settlement, the Union or the workmen will not raise or pursue any demand of whatever nature involving additional financial burden on the Management.
- 30.4 It is mutually agreed between the parties that the Management will deduct a sum of Rs. 5000/- from each workman receiving benefits of this settlement and remit the same to the Union.
- 30.5 In case of any error, doubt, clarification with regard to the provisions of this settlement, both parties will mutually sit together to resolve the same.
- 30.6 Both parties agree to register this settlement with the office of the Commissioner, Labour as per the provisions of the Industrial Disputes Act, 1947.

## 31. Vision

Both sides resolve to bring in a fresh climate of cordial industrial relations and high productivity and to work for the realisation of the vision of Ciba, Santa Monica Works: "To be a leader in cost efficient and customer oriented production of speciality chemicals by keeping a balance with environment and social values".

ANNEXURE 1

Grade and Wage Scales

The grade-wise basic wage scale for each sub-period will be as under:

Period A

Grade	Basic Wage Scale
G1	2050-20-2190-25-2390-30-2690
G2	2300-25-2475-30-2715-35-3065
G3	2400-30-2610-35-2890-40-3290
G4	2575-35-2820-40-3140-50-3640
G5	2700-45-3015-55-3455-65-4105
G6	2800-65-3255-75-3855-80-4655
G7	2950-70-3440-75-4040-85-4890
G8	3100-75-3625-80-4265-90-5165

Period B

Grade	Basic Wage Scale
G1	2050-25-2225-30-2465-40-3065
G2	2300-30-2510-40-2830-50-3580
G3	2400-40-2680-50-3080-65-4055
G4	2575-60-2995-75-3595-90-4945
G5	2700-75-3225-90-3945-105-5520
G6	2800-90-3430-105-4270-120-6070
G7	2950-105-3685-120-4645-135-6670
G8	3100-120-3940-135-5020-150-7270

Period C

Grade	Basic Wage Scale
G1	2050-40-2330-45-2690-50-3690
G2	2300-50-2650-60-3130-70-4530
G3	2400-60-2820-70-3380-80-4980
G4	2575-75-3100-90-3820-105-5920
G5	2700-90-3330-105-4170-120-6570
G6	2800-105-3535-120-4495-135-7195
G7	2950-120-3790-135-4870-150-7870
G8	3100-135-4045-150-5245-165-8545

ANNEXURE 2

Classification of Jobs

Grade	Job Designations
1	2
G1	Jr. Process Attendant, Jr. Stores Attendant.
G2	Process Attendant, Stores Attendant.

1	2
G3	Asst. Fitter, Asst. Electrician, Asst. Instrument Technician, Asst. Plant Technician, Vehicle/Crane/Forklift/Tractor Driver, Clerk, Sr. Process Attendant, Sr. Stores Attendant.
G4	Jr. Process Technician, Jr. Asst. Chemist, Jr. Asst. Analyst, Rigger, Sr. Vehicle/Crane/Forklift/Tractor Driver, Jr. Office Assistant.
G5	Process Technician, Asst. Chemist, Asst. Analyst, Fitter, Welder, Electrician, Machinist, Plant Technician, Instrument Technician, Engine Operator-cum-Fitter, Office Assistant.
G6	Sr. Process Technician, Chemist I, Analyst I, Sr. Fitter, Sr. Instrument Technician, Sr. Machinist, Sr. Electrician, Sr. Engine Operator-cum-Fitter, Sr. Office Assistant.
G7	Process Chemist, Chemist II, Analyst 11 (Also Selection Grade).
G8	Selection Grade

Selection grades for specified designations will be as under:

Job Designation	Selection Grade
Sr. Fitter, Sr. Instrument Technician, Sr. Machinist, Sr. Electrician, Sr. Engine Operator-cum-Fitter, Sr. Office Assistant.	G7
Process Chemist, Sr. Chemist, Sr. Analyst	G8

ANNEXURE 3

Vehicle and Consumer Durable Loan

- From the date of signing this settlement, the Management agrees to advance the following loans each year:-

Vehicle loans Rs. 30000/- each to 11 workmen.

Consumer durable loans: Rs. 30000/- each to 11 workman

- Vehicle and Consumer Durable Loans will be granted subject to the following conditions:-

a) The workman must complete a minimum of three years' permanent service as on the date of application to be eligible for the loan.

b) Preference will be given for those employees who have become eligible as per clause (a) above, but who have not yet availed of the loan facility.

c) The maximum loan for purchase of a vehicle or consumer durable item will not exceed Rs. 30,000/- per workman.

d) A workman will have to produce relevant documents relating to the purchase of the vehicle or consumer durable items prior to or within 10 days of the purchase thereof and the Management will have right to inspect the items if considered necessary. The workman will also undertake not to transfer such items to anyone until complete; repayment of the loan and the interest thereon.

e) A workman purchasing a vehicle will take out and always keep alive a comprehensive insurance cover till he completes repayment of the loan and the interest thereon.

f) The loan will be repaid in 40 equal instalments and will carry simple interest at the rate of 4% per annum on the outstanding balance.

g) The workman will be allowed to avail of either a vehicle loan or a consumer durable loan at a time and these loans will not be drawn or advanced concurrently.

h) A workman will be eligible for a repeat loan for vehicle or consumer durable loan after repayment of the previous loan and interest thereon in full.

i) The Company will always have a lien on the vehicle or consumer durable item purchased under the scheme by any workman till repayment of the loan and the interest thereon.

j) Other things being equal loans will be advanced to workmen on seniority basis subject to clause b.

#### ANNEXURE 4

##### Housing Loan

1. From the date of signing of this settlement the housing loan scheme stands revised, under which

eligible number of employees can avail of loan through recognized financial institutions such as housing finance companies and, Bank.

2. It is agreed that starting from the year 2000, six workmen each year may avail of loans to the extent of Rs. 3 lakhs each. As a special case, for the year 2000 the facility will be made available to 12 workmen and for the year 2001 to 8 workmen.

3. The loan will be repayable in 120 monthly instalments and the Company will reimburse the employee with the monthly salary/wages an amount of simple interest at a rate not exceeding 11%.

4. In order to avail of the reimbursement of interest, the employee will furnish to the Company a letter from the financial institution as proof of the fact that he has been sanctioned a housing loan.

5. In order to be eligible for the housing loan, a workman should have completed not less than five years of service on the date of application.

6. The loan will be for a maximum of Rs. 3,00,000 only and the same can be procured from any recognised financial institution.

7. As required by the financial institution, an employee desirous of availing of housing loan will be required to produce relevant documents in support of the purchase transaction and to furnish necessary security by way of mortgage of the title deeds of the house.

8. An employee will be eligible to avail of such loan facility only once during the tenure of his service.

9. Loan recoveries should be completed prior to the concerned employee's date of retirement.

10. In the event of an employee ceasing to be in the employment of the Company before the loan is fully repaid, he shall be governed by the rules, terms and conditions of the agreement made by him with the said financial institution.

#### ANNEXURE 5

##### Hardship Money

Sr. No.	Token No.	Name	Amount (Rs.)
1	2	3	4
1.	914	Mr. Vaz Simao	Rs. 64273
2.	971	Mr. Khandeparkar Mohan	Rs. 56848

1	2	3	4	1	2	3	4
3.	972	Mr. Naik Bala	Rs. 56848	53.	853	Mr. Phadke Jagannath	Rs. 71148
4.	973	Mr. Phadte Ratnakar	Rs. 56848	54.	868	Mr. Naik Ravindra	Rs. 64119
5.	975	Mr. Parab Mahadev	Rs. 56848	55.	882	Mr. Nagueshkar Gurudas	Rs. 62062
6.	976	Mr. Naik Shantaram	Rs. 56848	56.	886	Mr. Naik Shivdas H.	Rs. 62062
7.	990	Mr. Balkrishna Karpe	Rs. 62216	57.	893	Mr. Narvencar Ramdas	Rs. 62062
8.	996	Mr. Kerkar Vinay	Rs. 56474	58.	895	Mr. Salkar Vencoba	Rs. 62062
9.	997	Mr. Naik Dayanand R	Rs. 56474	59.	897	Mr. Tari Digamber	Rs. 62062
10.	998	Mr. Karbotkar Ramdas	Rs. 56474	60.	899	Mr. Naik Kamu	Rs. 62062
11.	129	Mr. Vaze Raghunath	Rs. 87131	61.	900	Mr. Goltekar Suresh	Rs. 62062
12.	134	Mr. Dalvi Dilip	Rs. 87131	62.	901	Mr. Botelho Justiniano	Rs. 62062
13.	169	Ms. Bangera Ruby	Rs. 68640	63.	902	Mr. Lopes Gregory	Rs. 62062
14.	172	Mr. Mayekar Gokuldas	Rs. 70466	64.	903	Mr. Pai Narasinh	Rs. 69784
15.	178	Mr. Sukhthanker Sanjeev	Rs. 69784	65.	905	Mr. Sansguiri Guirish	Rs. 69784
16.	181	Mr. Naik Shivkumar	Rs. 69784	66.	907	Mr. Shetti Arun	Rs. 69784
17.	182	Mr. Sancelker Prakash	Rs. 69784	67.	909	Mr. Fernandes John	Rs. 69784
18.	183	Mr. Shetgaonkar Sakharam	Rs. 69784	68.	917	Mr. Naik Rajendra Kumar	Rs. 69784
19.	184	Mr. Pednekar Bhalchandra	Rs. 69784	69.	932	Mr. Mahale Shashank	Rs. 64119
20.	222	Mr. Jalmi Fondu	Rs. 90959	70.	947	Mr. Tari Molu	Rs. 61688
21.	330	Mr. Fernandes Joseph	Rs. 90959	71.	948	Mr. Madkaiker Vassudev	Rs. 61688
22.	370	Mr. Prabhu Ashok	Rs. 81169	72.	949	Mr. Lawrence Joseph	Rs. 61688
23.	448	Mr. Pires Job	Rs. 74371	73.	850	Mr. Naik Prabhakar	Rs. 61688
24.	465	Mr. Sonawane Ravindra	Rs. 88253	74.	951	Mr. Naik Krishnanath	Rs. 61688
25.	541	Mr. Manerikar Gurudas	Rs. 93918	75.	952	Mr. Kundaikar Yeshwant	Rs. 61688
26.	581	Mr. Vasta Shivnath	Rs. 79486	76.	954	Mr. Pereira Anthony	Rs. 61688
27.	606	Mr. Narvekar Kishore	Rs. 90959	77.	955	Mr. Naik Chandrakant	Rs. 61688
28.	617	Mr. D'Cruz Fred J. P.	Rs. 93918	78.	961	Mr. Pednekar Sagun	Rs. 61688
29.	626	Mr. Parab Vithal	Rs. 85987	79.	963	Mr. Mardokar Dilip	Rs. 61688
30.	645	Mr. Chopdekar Desha	Rs. 78650	EXHIBIT "1"			
31.	650	Mr. Gauns Vinayak	Rs. 85987				
32.	651	Mr. Kandolkar Padmakar	Rs. 84843	From:			
33.	652	Mr. Naik Trimbak	Rs. 72402				
34.	665	Mr. Naagvekar Datta	Rs. 93918	Employee Name:			
35.	681	Mr. Parab Gajanan	Rs. 81543				
36.	684	Mr. Volvoikar Suresh	Rs. 76736	Employee No. :			
37.	715	Mr. Naik Pundalik	Rs. 83688				
38.	744	Mr. Rodrigues Mingues	Rs. 86526	Date:			
39.	773	Mr. Revonkar Nishant	Rs. 86526				
40.	777	Mr. Dhond Sabaji	Rs. 86526	To:			
41.	783	Mr. Naik Tulshidas	Rs. 69322				
42.	820	Mr. Nayak Nagesh	Rs. 68783	The General Works Manager,			
43.	826	Mr. Chopdekar Premnath	Rs. 74228				
44.	830	Mr. Gawas Chandrakant	Rs. 70400	Ciba Speciality Chemicals			
45.	831	Mr. Majik Mahadeo	Rs. 70400				
46.	835	Mr. Prabhu Mahesh	Rs. 72094	(India) Limited,			
47.	838	Mr. Da Costa Pereira	Rs. 72094				
		Luseno		Santa Monica Works,			
48.	845	Mr. Dias Agnelo	Rs. 64339	Corlim-Illas-Goa.			
49.	846	Mr. Bhosle Gajanand	Rs. 64339				
50.	848	Mr. Shirodkar Manguesh	Rs. 71148	Dear Sir,			
51.	850	Mr. Parab Kamlakant	Rs. 71148				
52.	851	Mr. Nasnodkar Vinayak	Rs. 71148	Sub.: Settlement dated 30-08-2000 between Ciba			
				Speciality Chemicals (India) Limited and			
				workmen represented by Kamgarancho			
				Ekvott.			

I have read and understood the contents of the above settlement dated 30-08-2000 on charter of demands arrived at between the management of Ciba Speciality Chemicals Limited, Corlim-Ilhas, Goa and Kamgarancho Ekvott.

I hereby accept the terms and conditions of the above settlement as a package deal and in full and final settlement of all the demands including those pending before the Industrial Tribunal, Panaji in Ref. No. IT/38/95. Kindly extend the benefits of the above settlement, which I declare is binding on me.

Thanking you,

Yours faithfully,

Employee No.:

Witnessed by:

1. Name

Signature

No order as to costs. Inform the Government accordingly.

Sd/-  
(Ajit J. Agni),  
Presiding Officer,  
Industrial Tribunal.